

Attachment 1

CITY OF NEEDLES PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this **6th day of March 2025**, between the **CITY OF NEEDLES**, a **California Charter City**, (hereinafter referred to as the “City”) and **Kimley-Horn and Associates, Inc.** (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Services.

The City solicited proposals to provide City of Needles and Consulting Services pursuant to that certain Request for Proposals, which is attached hereto as Exhibit “A.”

2.2 Proposal

Consultant has made a proposal (“Proposal”) to the City dated **December 4, 2024** to provide such professional services, which Proposal is attached hereto as Exhibit “B.”

2.3 Consultant.

City desires to retain Consultant to perform and assume responsibility for the provision of such services required by the City on the terms and conditions set forth in this Agreement. Consultant represents and warrants to City that Consultant possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

2.4 Grant Agreement.

City has entered into a Grant Agreement with the Statewide Planning and Capacity Building Project Administrator (hereinafter referred to as “PCB Administrator”, “Data for Social Good”, “DSG”, or “CARB’s designee”)(“Grant Agreement”) and the Parties acknowledge that the terms, conditions, and requirements of the Grant Agreement, including all exhibits and attachments thereto, are material to this Agreement and are hereby incorporated by reference as if fully set forth herein and attached hereto as Exhibit “D.” The Parties intend for this Agreement to be interpreted and performed in a manner consistent with the City’s obligations under the Grant Agreement.

2.5 Exclusion of Grant Agreement Indemnification.

Notwithstanding the incorporation of the Grant Agreement, the Consultant shall not be subject to the indemnification provision contained in Section 24 of the Grant Agreement.

3. TERMS.

3.1 Scope of Services and Term.

- 3.1.1 Professional Services. Consultant agrees to perform **the services described herein and in "Exhibit B"** ("Services"). All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. Consultant designates **Darryl DePencier, AICP, GISP, RSP** as Consultant's professional responsible for overseeing the Services provided by Consultant.
- 3.1.2 Term. This Agreement shall become effective when executed and shall remain in effect until terminated as provided herein. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate after one (1) year unless extended in writing by the Parties with the approval of the City Council of the City.
- 3.1.3 Conflict. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or by its employees under Consultant's supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for other clients during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall determine its own work hours and schedule; provide its own equipment; maintain its own offices; provide its own vehicles; insurance; cell phones and office phones; and Consultant shall be solely responsible for managing and supervising its personnel and employees. Consultant shall further be responsible for all reports and obligations, including, but not limited to: social security taxes,

income tax withholding, payroll taxes, unemployment insurance, disability insurance, and workers' compensation insurance.

- 3.2.2 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the applicable standard of care. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of a Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-assigned to perform any Services to City.
- 3.2.3 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services. If the Consultant performs any work contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify, and hold the City, its officials, directors, officers, employees and agents harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 3.2.4 Employment Eligibility. Consultant shall be solely responsible for obtaining Employment Eligibility Verification information from Consultant's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Consultant's employees are eligible to work in the United States.

- 3.2.5 CalPers. In the event that Consultant employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.
- 3.2.6 Drug-free Workplace Certification. By signing this Agreement, the Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.
- 3.2.7 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees, City personnel and third parties appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

4. Indemnification; Insurance.

- 4.1 **Insurance.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and made a part of this Agreement.
- 4.2 **Indemnity for Professional Liability.** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, to the extent caused by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.
- 4.3 **Indemnity Other than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees,

officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or the City for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

4.4 Duty to Defend. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the negligent performance of the Services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation. Notwithstanding any other provision of this Agreement, in no event shall the cost to defend charged to Consultant exceed the Consultant's proportionate percentage of fault.

5. Responsibilities of City.

5.1 Requests. The City agrees to comply with all reasonable requests of Consultant and provide reasonable access to documents including objectives and constraints, space, capacity, and performance requirements, flexibility, and expandability, and any budgetary limitations, reasonably necessary to the performance of Consultant's duties under this Agreement. In order to facilitate Consultant's conformance with the performance schedule, the City shall respond to Consultant's submittals in a timely manner.

5.2 City Representative. The City designates the City Manager or his designee as City representative ("City Representative") with respect to the work to be performed under this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, and interpret and define the City's policy and decisions with respect to materials, equipment, elements, and systems pertinent to the Services covered by this Agreement.

6. Fees and Payments.

- 6.1 Compensation.** City agrees to pay Consultant the amount of **\$266,995.** Consultant shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the City. Notwithstanding anything in this Section 6, total fees and charges paid by City under this Agreement shall not exceed **\$266,995** without approval by the City Council of City.
- 6.2 Invoices.** Consultant shall submit to the City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall have the right to review and audit all invoices prior to or after payment to Consultant. This review and audit may include, but not be limited to City's:
- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
 - b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
 - c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall either return the bill to Consultant with a request for explanation or adjust the payment accordingly, and give notice to Consultant of the adjustment.
- 6.3 Payment.** If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.
- 6.4 Reimbursement for Expenses.** Consultant shall not be reimbursed for any expenses unless authorized in writing by the City Manager.
- 6.5 Additional Services.** In the event Consultant performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.
- 6.6 Prevailing Wages.** Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or

“maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

6.7 Accounting Records.

6.7.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

7. General Provisions.

7.1 Termination of Agreement.

7.1.1 Grounds for Termination. The City or Consultant may, by written notice to the other party, terminate this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been actually and adequately rendered to the City, and Consultant shall be entitled to no further compensation.

7.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Consultant shall provide all finished or unfinished Documents and Data (as defined below), programming source code, plans reports and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

7.1.3 Services. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

To Consultant: **Kimley-Horn and Associates, Inc**
660 South Figueroa Street, Suite 2050
Los Angeles, CA 90071
Attention: Darryl dePencier

To City: **City of Needles**
817 Third Street
Needles, CA 92363
Attention: Patrick Martinez, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

7.3 Ownership of Materials and Confidentiality.

7.3.1 City Ownership. All documents and data ("Documents & Data"), including data on electric, digital or magnetic media, prepared by Consultant under this Agreement shall be the property of the City, except that Consultant shall have the right to retain copies of all Documents & Data for its records. The City shall not be limited in any way in its use of the Documents & Data at any time. Should Consultant, either during or following termination of this Agreement, desire to use any Documents & Data prepared in connection with this Agreement, Consultant shall first obtain the written approval of the City Manager. Any modifications made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant.

7.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade

paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

- 7.4 Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 7.5 Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 7.6 Governing Law.** This Agreement is entered into and shall be performed in Needles, California and shall be governed by the laws of the State of California. Any claims arising under this Agreement shall be brought in the state or federal courts located in San Bernardino County.
- 7.7 Time of Essence.** Time is of the essence for each and every provision of this Agreement. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of services. While times for performance may be extended as necessary for delays or suspensions due to circumstances beyond the Consultant control, the Consultant shall make all reasonable efforts to minimize such delays. The Consultant agrees to adhere to the schedule as outlined in Exhibit "B" and shall promptly notify the City of any potential delays, providing updated timelines and mitigation strategies to ensure timely completion. Notwithstanding, the Consultant will attempt to stay on schedule as described in Exhibit "B."
- 7.8 City's Right to Employ Other Consultants.** The City reserves the right to employ other consultants at any time for any purpose.
- 7.9 Assignment; Sublease; Transfer.** Consultant shall not assign, sublease, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior signed written consent of the City Manager. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 7.10 Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and

paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

- 7.11 Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 7.12 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 7.13 No Third Party Beneficiaries.** The Needles Public Utility Authority and other City entities shall be intended beneficiaries of this Agreement. Otherwise, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 7.14 Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 7.15 Improper Payment.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability.
- 7.16 Conflict of Interest.** For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom. Consultant has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Consultant agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Consultant shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.
- 7.17 Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national

origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

- 7.18 Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 7.19 Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 7.20 Attorney Fees.** If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.
- 7.21 Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.
- 7.22 Contents of Request for Proposal and Proposal.** Consultant is bound by the contents of City's Request for Proposal and the Proposal. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Proposal. The incorporation of the Proposal shall be for the Services to be rendered and the price for such Services only, and any other terms and conditions included in the Proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or City, unless expressly agreed to in writing.

[Remainder of the page intentionally left blank.]

**SIGNATURE PAGE TO
CITY OF NEEDLES
PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date and year set forth above.

CITY:

CONSULTANT

CITY OF NEEDLES

A municipal corporation and charter city

Kimley-Horn and Associates, Inc

A North Carolina Corporation

By: _____
Patrick Martinez, City Manager

DocuSigned by:
Jean B Fares
49B0D5F6CBFE49F...
By: _____
Jean B. Fares, P.E. (TR#2097)
Sr. Vice President



ATTEST:

By: _____
Candace Clark, Interim City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

EXHIBIT A

Request for Proposals

INFORMAL BID



**CITY OF NEEDLES
Request for Proposals (RFP)**

FOR PROFESSIONAL CONSULTANT SERVICES

FOR THE NEEDLES ACTIVE TRANSPORTATION PLAN

**RFP Posted on November 6, 2024
Proposals due by December 4, 2024**

NOTICE IS HEREBY GIVEN that the City of Needles (“City”) is seeking proposals from qualified consultants (hereinafter “Consultant” or “Consultants”) to provide Professional Consultant Services for the development of an Active Transportation Plan (ATP) as described in this Request for Proposal (“RFP”). Firms are solely responsible for ensuring their proposals are received by the submittal deadline. Proposals should be submitted in PDF format uploaded to PlanetBids and should be in a format allowing easy download and printing by the City. All pages should be 8-1/2” x 11” only, and easily printable and reproducible. Proposals received after the deadline will not be accepted and considered. Proposals must be uploaded and submitted in PlanetBids no later than **3:30PM Pacific Standard Time, On December 4, 2024**, via upload to PlanetBids at the following link:

<https://vendors.planetbids.com/portal/57515/bo/bo-detail/123334>

Proposals must be signed by a representative authorized to bind the company. The City reserves the right to reject all Proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any Proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the firm who, in the City’s sole discretion, is best able to perform the required services in a manner most beneficial to the City of Needles.

CITY OVERVIEW

The City of Needles is located in eastern San Bernardino County and is immediately adjacent to the Colorado River along the border of California and Arizona. The Southern tip of Nevada is located within ten (10) miles of the Northern tip of the City limits of the City of Needles.

The current population of Needles is 5,353 (January 1, 2021). The City encompasses about 31 square miles and is part of what is commonly referred to as the Colorado River Region which includes the Arizona communities of Lake Havasu City, Bullhead City, Fort Mohave (unincorporated) and Laughlin, Nevada. The community has Interstate 40 running through it (west to east) and Interstate 95 (north to south).

OBJECTIVES

Preparation of the ATP will help the City address active transportation needs by supporting the development of more sustainable, livable, and efficient walkable communities. The prioritized list of recommendations shall be tied to measurable goals and objectives that shall be developed based on both community input as well as technical analyses throughout the process. The ATP shall provide all the necessary information and analysis required by State guideline for Active Transportation Plans. By prioritizing improvements, the ATP shall guide future City efforts to secure funding and rapidly implement improvements to strengthen the active transportation network.

The proposed ATP shall address the following goals:

1. Provide a master plan that will guide the City's active transportation programs, establish priorities, and inform future capital investments.
2. Engage and solicit input from community stakeholders.
3. Incorporate local and regional bikeway planning into the City's priorities.
4. Develop a comprehensive understanding of pedestrian needs and issues.
5. Provide a toolbox of active transportation guidelines and treatments.
6. Provide an overview of active transportation funding opportunities.
7. Encourage demonstration projects and programs targeting active transportation goals.

SCOPE

The City of Needles seeks proposals from qualified firms for the purpose of developing an Active Transportation Plan that will provide a clear and comprehensive framework for new and safer transportation options throughout the City. The Active Transportation Plan will be incorporated into the Transportation Element of the City of Needles General plan.

The Active Transportation Plan will:

1. Identify opportunities and challenges for implementation of improvements
2. Identify recommended improvements to existing city-wide bicycle and pedestrian pathways
3. Proposed new bikeways, pedestrian walkways, and Safe Routes to School networks and close existing gaps
4. Establish on-going maintenance programs for these non-motorized pathways.

5. Create a Bicycle Master Plan
6. Create a Pedestrian Master Plan
7. Create a Trail Master Plan
8. Provide a comprehensive project list from which a priority list of twenty project locations and an implementation plan will be created
9. Provide a “Best Practices” toolkit for implementation of all identified nonmotorized transportation facilities
10. Provide VMT Offset analysis which will include analysis of existing conditions and projected reductions with implementation of identified projects.
 - a. Walk/bike time analysis discussing the stress level to the streets
 - b. Collision Analysis
11. Design Standards which will include standard cross sections

GRANT ADMINISTRATION

Qualified Consultants must have experience with active transportation planning and public outreach. It is expected that the chosen consultant will complete the scope of work approved by CARB and provide the deliverables listed below in addition to those identified in the CARB approved scope. The list is not extensive and does not include CARB’s scope or those included in section III.

1. Meeting Agendas, Meeting Sign in Sheets, Meeting action items.
2. Community Outreach Plan.
3. Copies of bilingual flyers.
4. Log of where flyers are posted.
5. Direct mailing list, and Dissemination dates.
6. Copies of bilingual PSAs and record of when PSAs were printed/published.
7. 10 bike/pedestrian audits of schools and survey results from top ten employers in the City.

CONTENTS OF PROPOSAL

All Consultants’ proposals shall include the following:

1. **Cover Letter**
A cover letter summarizing key elements of the Consultant’s proposal. Indicate the address and telephone number of the Consultant’s office located nearest to Needles, California, and the office from which the Services will be managed.
2. **Statement of Interest and Background.**
Describe why the Consultant has an interest in this RFP and why it would be the City’s best choice, and a Statement of the Consultant’s background and philosophy.

3. Business Information

State the full legal name of the Consultant's business, including the state of incorporation, as applicable. State the number of years the Consultant has been providing consultant services. List the names of principals or officers authorized to legally bind the Consultant, including position titles.

4. Experience/Qualifications Information

Provide information concerning your firm's experience and qualifications directly related to the services set forth herein. Additionally, this section shall define the experience of the Project Manager, other key personnel and sub consultants assigned to the Project. Include resumes for all managers, supervisors, and other key individuals including sub-consultants who will comprise the team.

Demonstrate the relevant expertise and experience of each team member. The designated Project Manager shall be the primary contact with the City during the Project period. The respondent must perform most of the services. Respondent shall disclose in the proposal all proposed subconsultant(s), including details regarding which tasks they would perform.

5. Approach/Methodology

Consultant shall provide a detailed explanation how its firm would perform the Services required as set forth herein and demonstrate how the requirements and provisions of the scope of this Project will be implemented. Consultant shall demonstrate knowledge of the Project's Objectives and existing conditions/assumptions; identify potential issues/challenges; and describe your firm's approach to minimize disruptions to performance. Consultant shall present a comprehensive plan for completing the specified Scope of Services. The proposal should demonstrate an efficient use of work force, material resources, equipment, and technology to complete the Project within the constraints outlined in the Scope of Services and provide any additional information that communicates how your team intends to achieve the required outcomes and fulfill the responsibilities of the anticipated Agreement. A Project schedule should be included that details each Service, the timeframe for each and showing the total number of calendar days from issuance of the Award through 100% completion of the Services.

6. References.

Provide a minimum of three (3) references for work similar to this Scope of Services that the Consultant has provided within the last five (5) years. Include a

detailed description of the services, the agency or firm names, contact names, phone numbers, email addresses, and dates of services performed.

7. **Cost Proposal**

The Cost Proposal should include a fee schedule/pricing information for each Service, as may be necessary, and a total lump sum price for the full Scope of Services. Include hourly rates for each category of employee or sub consultants required to perform the Scope of Services as set forth in this RFP.

REFERENCES

Provide a minimum of three (3) references for work similar to this Scope of Services that the Consultant has provided within the last five (5) years. Include a detailed description of the services, the agency or firm names, contact names, phone numbers, email addresses, and dates of services performed.

QUESTIONS, ANSWERS, AND ADDENDUM TO RFP

Post any questions on PlanetBids by the question deadline of **Wednesday November 20, 2024 at 3:30pm PST**.

Prior to the RFP Submittal Deadline, questions may arise regarding any aspect of this RFP. **No later than 3:30 PM PST on November 20, 2024 (“RFP Questions Due Date”)**, all questions pertaining to this RFP shall be posted in the Q & A section of PlanetBids Vendor Portal.

The RFP Administrator will draft, in consultation with other City staff, a response to all questions submitted by all prospective Consultants. The responses will be emailed via PlanetBids to the inquiring Consultants after the RFP Questions Due Date but no later than 7 days prior to RFP due date.

Changes to the RFP itself shall only be made by the City via a formal written addendum and shall become a part of the RFP document.

SUBMITTAL DEADLINE AND FORMAT

Proposals must be received no later than **3:30PM PST, On December 4, 2024**, via upload to PlanetBids at the following link:

<https://vendors.planetbids.com/portal/57515/bo/bo-detail/123334>

Proposals will only be accepted in Portable Document Format (PDF) via PlanetBids. One (1) digital copy of the proposal, including one (1) digital copy of the cost proposal in PDF form shall be uploaded and submitted in PlanetBids no later than the RFP Submittal Deadline. Proposals received after the deadline will not be accepted and considered.

SELECTION PROCESS

The City intends to evaluate Consultants based upon the data presented in the proposals submitted in response to this specific RFP. The City reserves the right to determine whether a proposal meets the requirements of this RFP and reject any proposal that, in the City's sole and absolute discretion, fails to meet the detail or intent of the requirements. The City reserves the right to reject any or all proposals.

The City may utilize some or all of the following general selection criteria (Technical Evaluation, Interviews, and Reference Checks) to evaluate the proposals:

TECHNICAL EVALUATION

Firms may be evaluated on the following criteria:

1. Qualifications of the Consultant and Consultant's team conducting similar Services of comparable complexity and magnitude, particularly for government agencies.
2. Relevant experience of the Consultant with similar Services, including the level of education, training, licensing, and certification of staff.
3. A demonstrated understanding of the City's needs and the RFP requirements.
4. The proposal is responsive, well organized and presented in a clear, concise, and logical manner; quality control, thoroughness, and ability to meet deadlines is well defined.
5. Capability to perform the Scope of Services promptly and in a manner that meets established deadlines.
6. Approach/Methodology identified in Consultant's proposal.
7. Ability to communicate and work effectively with City staff, other public agencies, and related parties as necessary to successfully perform the Scope of Services.

8. Availability, experience, and knowledge of all subconsultants engaged by the Consultant to complete the Scope of Services.

9. Fair, reasonable, and competitive cost to deliver the of the Scope of Services

INTERVIEWS

The City reserves the right to conduct interviews with any Consultant. Should the City pursue scheduling interviews

REFERENCE CHECK

The City may perform reference checks for similar work completed for any Consultant interviewed.

PROFESSIONAL SERVICES AGREEMENT

The City anticipates entering into an Agreement for Professional Consultant Services ("Agreement") with the selected Consultant(s) based on the negotiated Scope of Services and agreed upon fee. Proposal pricing shall include applicable licenses, insurance coverage, endorsements, bonding and if necessary, any wage compliance deemed necessary to perform the Scope Services described in this RFP. City will not be responsible for reimbursing Consultant(s) for any charges not included in the Cost Proposal that are incurred in securing these requirements.

EXHIBIT B

Proposal

[Attached behind this page]



Prepared for:

City of
NEEDLES

PROPOSAL FOR

Professional Consultant Services for the

NEEDLES Active Transportation Plan

Kimley»Horn



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NEEDLES Active Transportation Plan

Cover Letter

» 73-700 Dinah Shore Drive, Unit 101
Palm Desert, CA 92211
TEL 760.565.5103

December 4, 2024

Kathy Raasch
City of Needles
Procurement Department
817 3rd Street
Needles, CA 92363

Re: Proposal for Professional Consultant Services for the Needles Active Transportation Plan

Dear Ms. Raasch and Members of the Selection Committee:

As the **City of Needles** (City) prepares for continued community development with an Active Transportation Plan, selecting the team with the right combination of knowledge and experience in active transportation planning and design is critical. This project aims to provide safe and connected mobility options for all users while improving quality of life, sustainability, and safety for City residents. Kimley-Horn and Associates, Inc. (Kimley-Horn) has the experience, skills, resources, and passion to help the City succeed in this endeavor and is committed to providing the City with the following added benefits:



EXTENSIVE SAFETY AND ACTIVE TRANSPORTATION EXPERIENCE.

Kimley-Horn's experience ranges from regional planning, project selection, and grant application submittals to the design and construction of over 2,000 miles of pedestrian, bicycle, and trail projects nationwide. Our project manager and main point of contact, **Darryl dePencier, AICP, GISP, RSP_{2B}**, has over 17 years of experience in the transportation industry, particularly focused on bicycle and pedestrian safety. Darryl just completed the statewide Vulnerable Road User Safety Assessment for Caltrans and the Federal Highway Administration (FHWA), has conducted roadway safety plans for over 40 California cities, and recently wrapped up the [City of Bakersfield's Active Transportation Plan](#). He will be supported on this project by a team of engineers, planners, and public outreach specialists who have worked with each other on multiple projects, so communication within our team will be seamless. You can be confident that the deep bench of active transportation specialists we have included on this team will bring their track record of success with relevant regional projects and will help you identify and prioritize competitive projects that are innovative, yet practical.



EXTENSIVE EXPERIENCE WITH SECURING GRANTS.

Kimley-Horn has diverse experience completing and securing funds through federal, state, and regional grant applications, including for the Active Transportation Program (ATP), Sacramento Area Council of Governments (SACOG) Funding Program, Caltrans Highway Safety Improvement Program (HSIP), California Transportation Commission's SB 1 Programs, and more! **In fact, Kimley-Horn's grant writing experience has helped our clients in California secure more than \$850M over the past few years.** Our team understands deadlines, requirements, and scoring criteria for grants, and we have a recognized record of assisting staff and maximizing funding opportunities. In addition, our staff supplies effective and often innovative methods for helping to ensure public participation and support.



COLLABORATIVE AND INCLUSIVE PUBLIC ENGAGEMENT PROGRAM.

Our ultimate objective for public engagement is to effectively reach all segments of the City's diverse community and help ensure every member is aware of the various ways they can participate. We are committed to connecting with individuals through their preferred method, be it in person, online, virtual, one-on-one, and in either English or Spanish. Our aim is to provide the public with timely and transparent information, while also prioritizing their voices and input—making sure that they are both heard and valued—to deliver a project that successfully meets the needs of everyone in your community.



PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR THE
NEEDLES Active Transportation Plan

We are committed to providing you with a high level of professional services and are excited for the opportunity to further enhance the City's transportation safety. Should you have any questions, please do not hesitate to contact our project manager, **Darryl dePencier, AICP, GISP, RSP_{2B}**, at 213.261.4039 or darryl.depencier@kimley-horn.com. Darryl is based in our Los Angeles office at 660 South Figueroa Street, Suite 2050, Los Angeles, CA 90017. You may also contact the address listed on the previous page, which is the office located nearest to Needles, CA.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Darryl dePencier, AICP, GISP, RSP_{2B}
 Project Manager

Jean Fares, PE*
 Senior Vice President/Authorized Signer

**As Senior Vice President, Jean is an authorized officer of the firm and is able to negotiate and sign contracts on behalf of Kimley-Horn.*



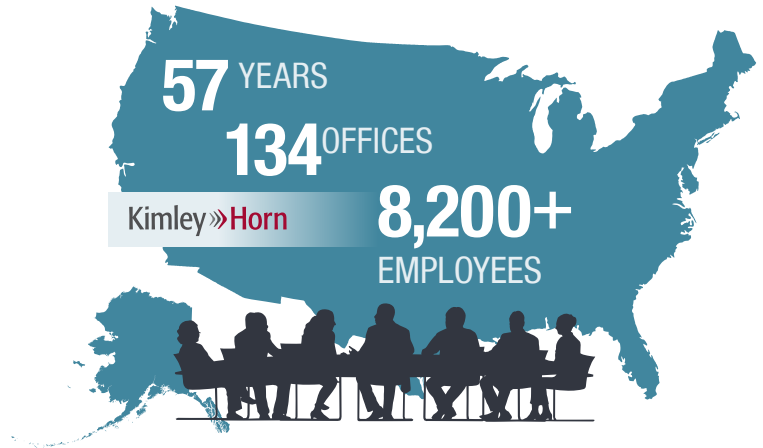


NEEDLES Active Transportation Plan

Statement of Interest and Background

Our local team has been focused on improving multimodal transportation options and traffic safety for communities in both the Mojave and Sonoran deserts. Our proposed project manager, **Darryl dePencier, AICP, GISP, RSP_{2B}**, has been leading studies in Lancaster, Palmdale, Indio, Coachella, Palm Desert and several other communities. Other members of the team have worked on transportation projects in communities from Blythe to Barstow. The desert offers unique challenges of heat and sun exposure for people traveling on foot, bike, or transit, as well as unique maintenance challenges from blowing sand, heat, and flash flooding that stress the transportation infrastructure. Our team enjoys working with these challenges and has implemented many successful planning and design projects that have led to grant funding and construction.

Founded in 1967, Kimley-Horn is a privately-held corporation that has grown into a leading engineering consulting firm offering comprehensive and innovative traffic, civil, structural, and environmental engineering; landscape design; and development review services to public and private agencies throughout the United States. We employ more than 8,200 personnel in 134 offices nationwide, with 13 offices in California, which staff over 800 engineers, planners, analysts, and administrative staff. This depth of resources gives us a deep bench to staff and execute virtually any assignment in response to the City's needs for this project. From our 57 years of providing engineering and design services to our clients, we have learned how to deliver projects efficiently and successfully. We provide our clients with the local knowledge and responsiveness of a small organization while having the depth of resources only a national firm could offer.



The core elements of Kimley-Horn's philosophy are expressed in its mission statement: Kimley-Horn is a business-based consulting practice, operated with integrity and dedicated to providing timely, quality professional services in a profitable manner—thus meeting the needs of our clients and satisfying the professional and financial objectives of our employees and owners.

Kimley-Horn keeps clients and staff at the center of our business. Co-founder Ed Vick said, "We have no reason to exist except to serve our clients." That intense focus on providing quality to the people we serve has made Kimley-Horn one of the nation's top consulting firms in every discipline we practice.

Business Information

Full Legal Name	State of Incorporation	Years in Business
Kimley-Horn and Associates, Inc.	North Carolina	57 years

Principals or Officers Authorized to Legally Bind

Jean B. Fares, Senior Vice President, is the authorized signer for this proposal. His address is 660 South Figueroa Street, Suite 2050, Los Angeles, CA 90017. Please see the following pages for a comprehensive list of Kimley-Horn's authorized signers.



Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on August 12, 2024 and entered in the minutes of such meeting in the minute book of the corporation.

“The Board unanimously approved the contract signing authority of employees as presented.”
(Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: November 5, 2024

Richard N. Cook, Secretary

(corporate seal)



Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
August 12, 2024

The following individuals have authority to sign both standard and non-standard agreements directly related to serving clients ("Project Agreements"). Project Agreements include client contracts, subcontracts, project-specific vendor agreements, IPO's, contract amendments, non-disclosure agreements, teaming agreements, project-specific equipment and facility rental agreements for specific projects, and certifications related to proposals. This document does not grant authorization to sign other types of contracts or legal documents not directly related to client service such as office leases, software purchase or license agreements, tax returns, purchase agreements for supplies, or agreements to procure accounting, legal, recruiting, or similar services.

ATLANTIC

BALTIMORE CITY

Falk, Katherine W.
 Kraft, Jonathan H.
 Miller, Sean T.
 Smith, Jeff B.

BALTIMORE COUNTY

Leffner, Nicholas J.
 Hutton, Heather

BOSTON

Jacques, Christopher
 Keegan, Katherine A.

CHARLOTTESVILLE

Oliver, Jonathan H.

HARRISBURG

Bankert, Larry I.
 McGinley, Steve M.

LOUDOUN

Bollinger, Kyle T.
 Giffin, Geoffrey D.

NORTHERN VIRGINIA

Carter, Erica V.
 D'Alessandro, Jonathan J.
 Elman, Paul D.
 Howell, Christopher M.
 Kauppila, John L.
 Koopman, Jennifer R.
 Lefton, Steven E.
 Millot, Sean M.
 Murphy, Erin M.
 Musson, David B.
 Prunty, Robert W.
 Samba, David B.
 Sauro, Thomas J.
 Schrader, Carly N.
 Smith, Andrew T.
 Stevens, Ross S.
 Teague, M. Zach
 Whyte, Richard D.

PHILADELPHIA

CENTER CITY

Harmon, Amanda R.
 Hughes, Paul W.
 Morgan, Taylor M.

PITTSBURGH

Beaves, Adele M.
 Beduhn, Tyler J.
 Moldovan, William

PRINCETON

Diggan, Tony W.
 Gibson, Adam T.

RICHMOND

Chance, Maxwell P.
 Crum, Katie E.
 Dougherty, Sean P.
 Harrell, Matthew T.
 Heustess, Aaron M.
 Hill, Corey W.
 Lickliter, Ashley C.
 McCray, Danielle R.
 McPeters, Brian A.
 Perkins, Ryan R.
 White, Timothy E.

VIRGINIA BEACH

Chambers, Jon S.
 Dallman, David B.
 Davidson, Scott O.
 Farthing, Andrew P.
 France, William D.
 Funk, Gerald S.
 Holland, Kimberly R.
 Holland, Stephen R.
 Mackey, William F.
 Mertig, Karl E.
 Miller Edward W.
 Moser, Emily A.
 Niss, Robyn M.
 Royal, Jack R.
 Schmitt, Gregory H.
 Votava Charles F.
 Wharton, Michelle L.
 Williams, Kyle D.
 Yee, Leong Wee

WHITE PLAINS

Canning, Thomas J.
 Van Hise, Kevin A.

CALIFORNIA

LONG BEACH

Hewitt, Melissa A.
 Phillips, Chad E.

LOS ANGELES

Chakravarthy, Srikanth

Duong, Danh

Fares, Jean B.
 Kyle, Gregory S.
 Phaneuf, Alyssa S.
 Ranta, Shahrzad

OAKLAND

Akwabi, Kwasi
 Colety, Mike D.
 Dankberg, Adam J.

ORANGE

Adrian, Darren J.
 Bossu, David M.
 Glaze, Jacob S.
 Kerry, Nicole M.
 Matson, Jason B.
 Marechal, Jason A.
 Melchor, Jason J.
 Melvin, M. Pearse

PLEASANTON

Durrenberger, Randal R.
 Johnson, Miles R.
 Mehta, Parag G.
 Mowery, Michael C.
 Sowers, Brian E.

RIVERSIDE

Cowan, Eugene D.
 Pollock, John A.

SACRAMENTO

Melvin, Enda
 Pittalwala, Fareed S.
 Schmitt, Michael L.
 Tait, Zachary T.
 Weir, Matthew D.

SAN DIEGO

Barlow, Matthew T.
 Becker, Justin S.
 Harry, Jennifer L.
 Kaltsas, Joseph D.
 Madsen, Michael P.
 McCormick, Matthew B.
 McWhorter, Samuel L.
 Podegracz, Anthony J.
 Ulery, Megan R.
 Valencia, Jason B.

SAN JOSE

Hamilton, Robert J.
 Hedayat, Leyla
 Venter Frederik J.

SAN MATEO

Pulliam, John E.

CAROLINAS

CHARLESTON

Edmonson, William C.
 Guy, Jonathan R.

CHARLOTTE

Blakley, Jr., Stephen W.
 Denney, Seth A.
 Edwards, Matthew A.
 Lewis, Ryan T.
 Pattison, Paul G.
 Racer, Joseph M.
 Taylor, Benjamin S.

COLUMBIA

Iser, Christopher M.

DURHAM DOWNTOWN

Lewellyn, Earl R.

FORT MILL

Holcomb, John E.

RALEIGH

Adams, Richard C.
 Barber, Barry L.
 Beck, Chadwick W.
 Brewer, Brian J.
 Cochran, Adam P.
 Cook, Richard N.
 Deans, Neil T.
 Flanagan, Tammy L.
 Keil, Ashley R.
 Kuzenski, John D.
 Leverett, Christopher C.
 Meador, Emily H.
 Netzer, Lesley E.
 Thompson, Erin K.

CENTRAL

DALLAS

Fraccaro, Joseph A.
 Galloway, Steven D.
 Gary, Glenn A.
 Harris, Mark E.
 Henrichs, Tyler B.
 Hoppers, Kevin P.
 Moss, Bradley J.
 Nathan, Aaron W.

Rader, Aaron K.
 Samarripas, Anthony M.
 Sulkowski, Nicholas E.
 Williamson, Sarah T.

FORT WORTH

Arnold, Douglas M.
 Arnold, Scott R.
 Atkins, John R.
 Hill, Bradley J.
 James, Richard J.
 Webb, Floyd C.

FRISCO

Brignon, Brit A.
 Coppin, Thomas G.
 McCracken, Paul D.
 Dickey, Kyle A.

IRVING/LAS COLINAS

Ante, Louis N.

FLORIDA

BOCA-DELRAY

Webber, Jason A.
 Haggerty, Jordan L.

FORT LAUDERDALE

Alam, Mudassar M.
 Capelli, Jill A.
 Dabkowski, Adrian K.
 Emmons, Erin N.
 Falce, Christopher T.
 McWilliams, John J.
 Ratay, Gary R.
 Robertson, Stewart E.
 Viola, Stefano F.

FORT MYERS

Bryant, M. Lewis
 Clark, Kellie R.

GAINESVILLE

Towne, Christopher

JACKSONVILLE

Brenny, Martin T.
 Mecca, Joseph P.
 Mullis, Raiford M.
 Roland, George E.
 Shelton, Mark W.

LAKE LAND

Lewis, Jason A.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
August 12, 2024

Wilson, Mark E.
 White, Wayne E.
MELBOURNE
 Husainy, Kinan F.

MIAMI

Almonte, Leonte I.
 Baldo, Burt L.
 Buchler, Aaron E.
 Collier, Julio A.
 Fernandez, Jorge L.
 Fye, Barton J.

OCALA

Busche, Richard V.
 Gartner, Amber L.
 Losito, Gene B.

ORLANDO

Chau, Hao T.
 Lenzen, Brent A.
 Littrell, Lance R.
 Martin, Jonathan A.
 Mingonet, Milton S.
 Roberts, Heather A.
 Stickler, Brooks A.
 Thigpen, Jonathan D.
 Wetherell, Ryan S.

SARASOTA

Klepper, B. Kelley
 Nadeau, Gary J.
 Pankonin, James R.
 Schmid, Seth E.

ST. PETERSBURG

Dodge, Dawn M.
 Walker, Jordan W.

TALLAHASSEE

Barr, Richard R.
 DeVeau, Zachariah A.
 Kalbli, Shawn C.

TAMPA

Bulloch, Kelly B.
 Collins III, Carroll E.
 Gilner, Scott W.
 Lee, Nathan Q.

VERO BEACH

Good, Brian A.
 Lawson, Jacob B.
 Roberson, Kevin M.
 Thomas, Melibe S.
 Van Rens, Peter J.

WEST PALM BEACH

Lee, Jason R.
 Long, Jamea M.
 Mufleh, Marwan H.
 Rapp, Bryan T.
 Schanen, Kevin M.
 Schwartz, Michael F.

Tercilla, Lindsey A.
 Walthall, David W.
WPB DOWNTOWN
 Heggen, Christopher W.
 Spruce, Michael D.

MIDWEST

CHICAGO
DOWNTOWN

Lemmon, Peter C.
 Marnell, Colleen L.
 Mayer, Joseph P.
 Morton, Jr., Arthur J.

CHICAGO NORTH
SUBURBS

Cooper, Jason C.
 Tracy, Eric J.
 West, Craig L

CHICAGO WEST
SUBURBS

Fancier-Splitt, Rory K.
 Garner, Chad S.
 Heinen, Andrew N.
 Kaufman, Phil R.
 Walker, Michaela E.
 Walker, William A.

COLUMBUS

Muller, Justin M.
 Reeves, Michael C.
 Schall, Andrew J.

INDIANAPOLIS

Butz, Jr., William A.
 Sheward, Bryan A.
 Wolfred, Maurice A.

KANSAS CITY

Kist, Matthew D.
 McKerrow, Jeff D.

NORTHEAST OHIO

Clements, Kevin J.

TWIN CITIES

Bishop, Mark C.
 Bourdon, Brandon J.
 Coyle, Daniel J.
 Elegert, Brandon R.
 Fosmo, Eric J.
 Hume, Robert M.
 Jensen, Matthew D.
 Matzek, William D.
 Phipps, Ryan A.
 Schmitz, William J.
 Wall, Lisa M.
 Zimmerman, David

TWIN CITIES- WEST

Kuhnau, JoNette L.
 Wurdeman, Brian M.

MOUNTAIN PACIFIC

ASPEN

Christensen, Bryce E.

BOISE

McDougald, Brandon D.
 Nicholson, Tim P.

BROOMFIELD

Pratt, Anthony J.

COLORADO SPRINGS

Gunderson, Eric J.
 Hess, Mitchell O.

DENVER

Andryscik, Kory J.
 Colvin, Scott W.
 Garinger, Amy M.
 Heiberger, John R.
 Krell, Gabriel M.
 Phelps, Randall J.
 Rowe, Curtis D.
 Salvagio, Robin
 Skeehan, Daniel L.
 Sobieski, Dennis M.
 McGee, Meaghan M.
 Valentine, Brian W.
 Wilhelm, William R.

FORT COLLINS

Felton, Emily P.

PORTLAND

Belsick, Jody W.
 Meyerhofer, Peter N.

SALT LAKE CITY

Crowther, Brent C.
 Gresham, Teresa R.
 Johnson, Zachary A.
 O'Brien, Molly M.

SEATTLE

Kamerath, Marcy
 Reever, Canaan H.
 Williams, David S.

SOUTHWEST

LAS VEGAS

Ahartz, Shannon R.
 Jones, Christopher R.
 Moles, Richard A.
 Moore, Devin V.
 Mosley, Michael S.
 Wolf, Treasea

MESA

Burm, Jason M.
 Grandy, Michael L.
 Margetts, Sterling T.
 Mutti, Brent H.

Walnum, Nathan C.

PHOENIX

Christian, Rajesh S.
 Connelly, Alissa J.
 Delmarter, Michael L.
 Ehrick, Taylor R.
 Henderson, Benjamin J.
 Thoma, Jayme R.
 Jupp, Andrew M.
 Kimm, Kevin J.
 Kissinger, John C.
 Leistiko, David J.
 Marella, Damon J.
 Perillo, Adam C.
 Sjogren, Timothy P.
 Smalkoski, Brian R.

RENO

Hildebrandt, Timothy H.
 Nasset, Brent J.

TUCSON

Payne, Kevin W.
 Rhine, Timothy J.

SOUTH

ALPHARETTA

Fanney, Angela L.
 Fanney, Lawson H.
 Hamilton, James R.
 James, Alvin B.
 Shearouse, Sarah
 Stricklin, David L.
 Walker, John D.

ATLANTA

Ergle, Kevin B.
 Fink, Kenneth L.

ATLANTA MIDTOWN

Bosman, Eric S.
 Coleman, Sean H.
 Elsey, Jeffrey B.
 Johnston, Sean P.
 Ross, Robert A.
 Triplett, Katherine R.

BIRMINGHAM

Bailey, Clark B.

MEMPHIS

Danley, Drake E.
 Minor, Henry W.
 Peregoy, Samuel J.
 Peregoy, Jennifer M.

MOBILE

Starling, Charles H.

NASHVILLE

Creasman, Brett R.
 Dufour, Zachary J.

Espelet, Leonardo E.
 McMaster, Ryan L.
 Neal, Philip H.
 Rhodes, Christopher D.

SAVANNAH

Gwaltney, Jamie N.
 Marsengill, Chris C.

WOODSTOCK

West, Brian B.

TEXAS SOUTH

AUSTIN NORTH

Boecker, Brian C.
 Neal, Trey A.
 VanLeeuwen, Andrew W.

AUSTIN SOUTH

Hudson, Harrison M.
 Mason, Sean R.

BRYAN/COLLEGE
STATION

Lucas, Michael D.

HOUSTON

Fryinger, Ashley M.
 Fryinger, Chris V.
 Guillory, Michael B.

SAN ANTONIO

Farnsworth, Jeffrey A.
 Holscher, Nicholas F.

THE WOODLANDS

Freeman, Jr., Steven C.

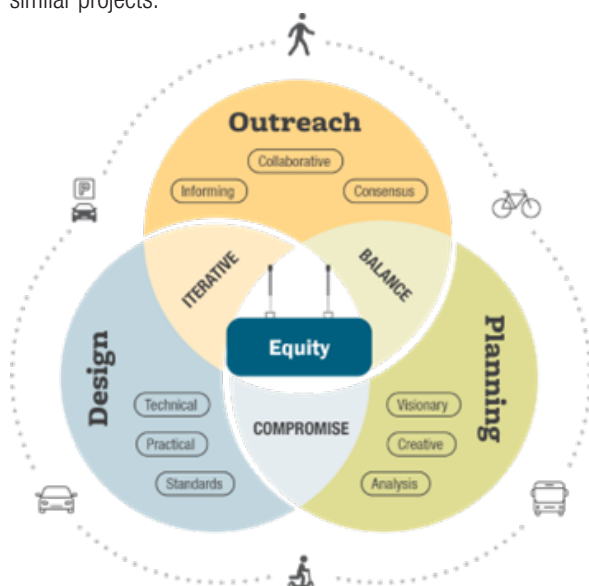
NEEDLES Active Transportation Plan

Experience/Qualifications Information

Active Transportation Planning Experience

Kimley-Horn is dedicated to improving safety for people who travel using different modes. We recognize the importance of planning and designing for people who travel sustainably by walking, biking, or taking transit. We employ cutting-edge techniques to accommodate and encourage more sustainable forms of travel and reduce conflicts with vehicles. Our safety planning and design experience helps us understand how to decrease the level of traffic stress (LTS), enhance safety in high-risk areas, and encourage mode-shift. Our team members have led numerous pedestrian and bicycle planning and design projects throughout the country, from single-intersection bike lane improvements to Safe Routes to School (SRTS) programs and active transportation master plans with miles of protected bikeways; our team members have designed over 2,000 miles of multi-use and bicycle trails in California. Our plans often emphasize connectivity with adjacent sites, destinations, and/or jurisdictions to serve different types of users and remove barriers to under-served neighborhoods and key community destinations such as schools and parks. Our team also understands the integrated nature of transportation, mobility, and land use, and our collective expertise enables us to view projects from a “360-degree” view. We employ this philosophy in all of our planning efforts.

We will draw on our extensive experience performing similar services to provide a successful plan for the City. The map on the following page highlights our team’s recent active transportation planning work in Southern California. Following the map, we have also highlighted specific similar projects.



Public Outreach and Engagement

Our overall goal for public engagement is to reach the diverse sub-sets of the City’s community and make sure all members are aware of how they can participate. We want to reach people in their preferred method, whether in-person, online, virtual, one-on-one, in English, or in Spanish. We strive for the public to receive timely, transparent information and for their voice and input to be heard, valued, and incorporated to deliver a successful project that meets the needs of the entire community.

Kimley-Horn’s stakeholder and public engagement plan begins with a discussion of what successful engagement on the project looks like. Once the City’s needs are fully understood, we will develop a targeted engagement plan. Our preliminary approach to public engagement for the development of an active transportation plan is to employ strategies and initiatives to engage, communicate, and gain community support for its various modes of transportation and the connectivity they provide. Our team will develop eye-catching marketing materials and messaging communicated in everyday language (English and Spanish) to increase interest and participation. Some of the communications tools we can provide include flyers, surveys, interactive websites and maps, press releases, social media, newsletters, and advertisements. To further engage the public, our team can host in-person and virtual public meetings, focus group meetings, give presentations, provide videos, participate in community events, and host tours of Needles’ current bikeways. We will document all meetings and events, including participation information, with written summaries. For communities with limited Wi-Fi and internet access, we are also able to provide telephone public meetings and stakeholder interviews.

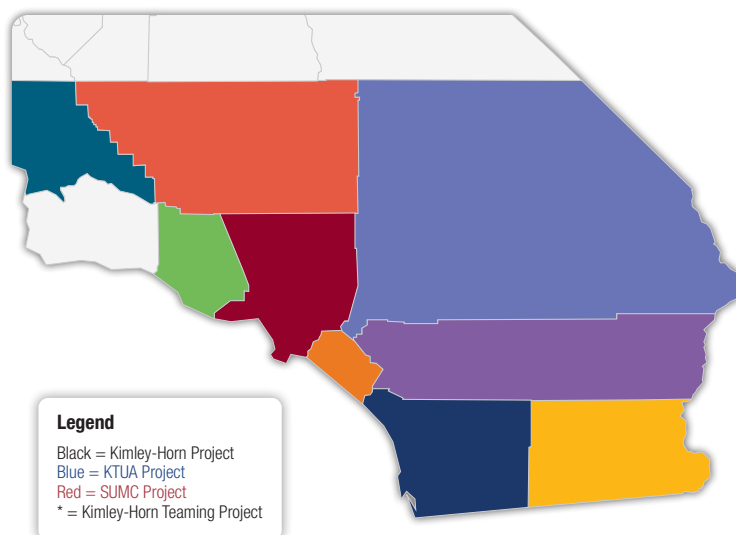


Multilingual Materials for the City of Bakersfield

NEEDLES Active Transportation Plan



SoCal Active Transportation Planning Experience



Los Angeles County:

- City of Pico Rivera, Pico Rivera Regional Bikeway Project
- City of Pico Rivera, Urban Greening Plan
- City of Pico Rivera, Historic Whittier Boulevard Vision Plan and Multimodal Plan
- City of Pico Rivera, Rosemead/Lakewood Boulevard Complete Corridor Program
- City of Agoura Hills, Bicycle Master Plan
- City of Agoura Hills, Agoura Road Bike Lane Project
- City of Artesia, Active Transportation Plan*
- Cities of Bellflower and Paramount, Active Transportation Plan
- City of Brea, Brea Active Transportation Plan
- City of Buena Park, Active Transportation Plan
- City of Burbank, PS&E for San Fernando Class I Bikeway
- City of Calabasas, Mulholland Highway Scenic Corridor
- City of Culver City, Overland Avenue Bike Lane, Pedestrian, and High Friction Surface Treatment
- City of Culver City, MOVE Culver City 2023
- City of Diamond Bar, Safe Routes to School Plan
- City of Eastvale, Bicycle Master Plan
- City of Glendale, Wilson Avenue Multimodal Improvements
- City of Glendale, Colorado Street Multimodal Improvements
- City of Lancaster, Master Plan of Complete Streets
- City of Lancaster, Safe Routes to School Master Plan
- City of Los Angeles Bureau of Engineering, Broadway-Manchester Active Transportation Equity Project
- City of Los Angeles, Griffith Park Safety and Active Transportation Improvements Project
- City of Malibu, Civic Center Way Improvements
- City of Palmdale, Sustainable Transportation Plan
- City of Santa Monica, Broadway Protected Bikeway Project
- City of Santa Monica, Ocean Park Complete Street and Bikeway Project
- City of Santa Clarita, Newhall Area Bike Facilities
- City of Santa Clarita, Bicycle and Pedestrian Safety Plan
- City of Whittier, Whittier Greenway Trail
- City of Whittier, Pio Pico State Park Trail
- City of Westminster, Bicycle Safety Plan
- County of Los Angeles, Bicycle Master Plan
- Metro, LRT Phase 2 Design
- Metro, Eastside Transit Corridor Phase 2 First/Last Mile Plan

San Luis Obispo County:

- City of San Luis Obispo, Foothill Corridor Study
- City of San Luis Obispo, Grand Avenue Complete Streets (Class IIB and Class IV)
- City of Paso Robles, Active Transportation Plan
- City of Paso Robles, Creston Road Complete and Sustainable Streets Corridor Plan and Niblick Road Complete and Sustainable Streets Corridor Plan

San Bernardino County

- City of Rialto, Active Transportation Plan
- City of Barstow, Active Transportation Plan
- City of Chino, Active Transportation Plan
- City of Colton, Active Transportation Plan
- City of Grand Terrace, Active Transportation Plan

Imperial County

- City of El Centro, Active Transportation Plan
- County of Imperial, Active Transportation Plan

Orange County:

- City of Irvine, Active Transportation Plan
- City of Los Alamitos, Active Transportation Plan
- City of Santa Ana, Active Transportation Plan
- City of Santa Ana, Santa Ana Boulevard and 5th Street Protected Bike Lane PS&E
- City of Santa Ana, Warner Avenue Protected Bike Lane PS&E
- City of Santa Ana, Santa Ana FIT Cities Active Transportation Project
- City of Temecula, Multi-Use Trails and Bicycle Plan
- City of Tustin, Bicycle Safety Plan
- County of Orange, OC Loop - Segments D, F & H
- OCTA, Active Transportation Plan

Kern County

- City of Bakersfield, Active Transportation Plan
- City of Bakersfield, Neighborhood Traffic Calming Plan
- City of Bakersfield, Monitor Street School Corridor Active Transportation Improvements

Riverside County:

- City of Banning, Active Transportation Plan
- City of Desert Hot Springs Bicycle and Pedestrian Master Plan
- City of Indian Wells, Comprehensive Traffic Safety Action Plan,
- City of La Quinta, Systemic Safety Analysis Report Program
- City of Menifee, Active Transportation Plan*
- City of Menifee, Complete Streets Plan
- City of Palm Desert, CV Link Enhancements
- City of Palm Desert, Safe Routes to School Program Development
- City of San Jacinto, Active Transportation Plan
- City of Temecula, Murrieta Creek Multi-Purpose Trail

Ventura County:

- City of Oxnard, Sustainable Transportation Plan
- City of Thousand Oaks, Active Transportation Plan
- City of Thousand Oaks, Rancho Road Bicycle and Pedestrian Improvement Project
- City of Thousand Oaks, Moorpark Road Sidewalk and Bike Lane Improvements
- City of Thousand Oaks, Read Road Bike Path Connector
- City of Ventura, Active Transportation Plan
- City of Ventura, Bicycle Safety Education in Schools
- City of Camarillo, Pleasant Valley Road Bike Lanes
- City of Camarillo, Central Avenue Bike Lane Project
- County of Ventura, Saticoy Active Transportation Plan

San Diego County:

- City of Encinitas, Active Transportation Plan
- City of Jurupa Valley, Active Transportation Plan
- City of National City, 30th Street Bicycle Facility Improvement/ Sweetwater River Bikeway Connection, CA ATP Cycle 2 Grant
- City of National City, 4th Street Improvements (Community Corridors Project)
- City of National City, 8th Street and Roosevelt Avenue Active Transportation Corridor
- City of National City, Community Corridors and Safe Routes to School
- City of National City, El Toyon/Las Palmas Bike Boulevard ATP
- City of National City, El Toyon Las Palmas Bikeway
- City of National City, Euclid Avenue Bicycle and Pedestrian Enhancements
- City of San Diego, University Community Plan I (Class IIB & Class IV)
- City of San Diego, La Jolla Active Transportation Plan Feasibility Study
- City of San Marcos, Active Transportation Plan
- County of San Diego, Bicycle Master Plan
- SANDAG, Bike Early Action Plan (EAP), Imperial Avenue Bikeway
- SANDAG, Central Bikeway, SR 15 and Adams Avenue
- SANDAG, Imperial Avenue Bikeway
- SANDAG, North County Regional Corridor (SR 78) Comprehensive Multimodal Corridor Plan
- SANDAG, North Park Mid-City Bike Corridors
- SANDAG, Orange Avenue Bikeway
- SANDAG, San Diego Regional Military Multimodal Access Strategy
- SANDAG, San Vicente Comprehensive Multimodal Corridor Plan
- SANDAG, SR 94 Multiuse Pathway Feasibility Study
- SANDAG, Uptown Bikeway
- SANDAG, Urban Bikeways
- San Diego Airport, Airport EIR Mitigations (1.3 miles Class IIB & Class IV)
- UCSD, Gilman (Class IIB), Hopkins (Class IV), Medical Center Drive (Class IIB)

NEEDLES Active Transportation Plan**Similar Project Experience****City of Pico Rivera, Washington/Rosemead TOD Specific Plan, Pico Rivera, CA**

Kimley-Horn is preparing the Washington/Rosemead Transit-Oriented Development (TOD) Specific Plan in the City of Pico Rivera. The Specific Plan is in response to LA Metro's GoldLine Extension, bringing urban light rail through the City. The Specific Plan seeks to enhance economic development and create additional opportunities for living, working, and shopping in a compact, mixed-use environment. The 375-acre plan area provides for significant changes in urban density, mix of uses, and public improvements through increased local mobility and enhanced community design.

City of Menifee, Active Transportation Plan, Menifee, CA

As a subconsultant to KTUA, Kimley-Horn assisted the City of Menifee in their development of an ATP to meet the City's goals and vision for providing a transportation system that supports walking, bicycling, public transit, and automobiles. The Kimley-Horn/KTUA team was responsible for developing the proposed active transportation networks for the City based on community input and data collection. Additionally, our team also created a pedestrian and bicycle toolbox for the City to use during implementation of the proposed infrastructure and non-infrastructure projects.

City of Salinas, Active Transportation Plan, Salinas, CA

Kimley-Horn was selected by the City of Salinas to develop their active transportation plan. The City has over 30 schools that serve the City and the adjacent unincorporated areas, paired with a serious traffic safety problem that disproportionately affects children. These concerns have been validated through school site audits, speed surveys, field observations, and photos. Feedback from the parent community expresses a need for routes with slower traffic or more space and protection from motorized vehicles. Recently, the City has made consistent, specific efforts to increase the amount of active transportation infrastructure, particularly around schools and in low-income areas. Multiple successful grant applications, including through the ATP and SRTS programs, Regional Surface Transportation Program (RSTP) funds, and Highway Safety Improvement Program (HSIP), have been used to create multimodal transportation improvements. Our team is helping to build on City's recent momentum with active transportation implementation and the multimodal activity that is already occurring to provide more equitable and meaningful connections and safer facilities.

City of San Marcos, Active Transportation Plan, San Marcos, CA

Kimley-Horn partnered with the City of San Marcos to develop an Active Transportation Plan with a Safe Routes to School Element, focusing on recommending specific pedestrian and bicycle-related projects, programs, and policies based on connectivity gaps, barriers, socio-economic factors, and user needs. The ATP identifies high-stress environments for active transportation users, as well as key destinations in the surrounding areas, to create a plan that values connected, safe, and reliable active transportation. Kimley-Horn developed a public outreach plan, participated in pop-up events, and facilitated public workshops.

SANDAG, SR 94 Multiuse Trail Feasibility Study, San Diego County, CA

Kimley-Horn investigated the viability of a seven-mile multi-use path along a segment of SR 94 in the Jamul-Dulzura community of San Diego County. The study area began at the intersection of Jamacha Road and Campo Road/SR 94 and ended at the southeastern boundary of the Jamul-Dulzura community. Through public outreach, existing conditions review, and alignment analysis, the study recommended a multi-use path to create a safer connection for the community and the ability to bike or walk to key destinations along SR 94, such as Steele Canyon High School and Rancho San Diego.

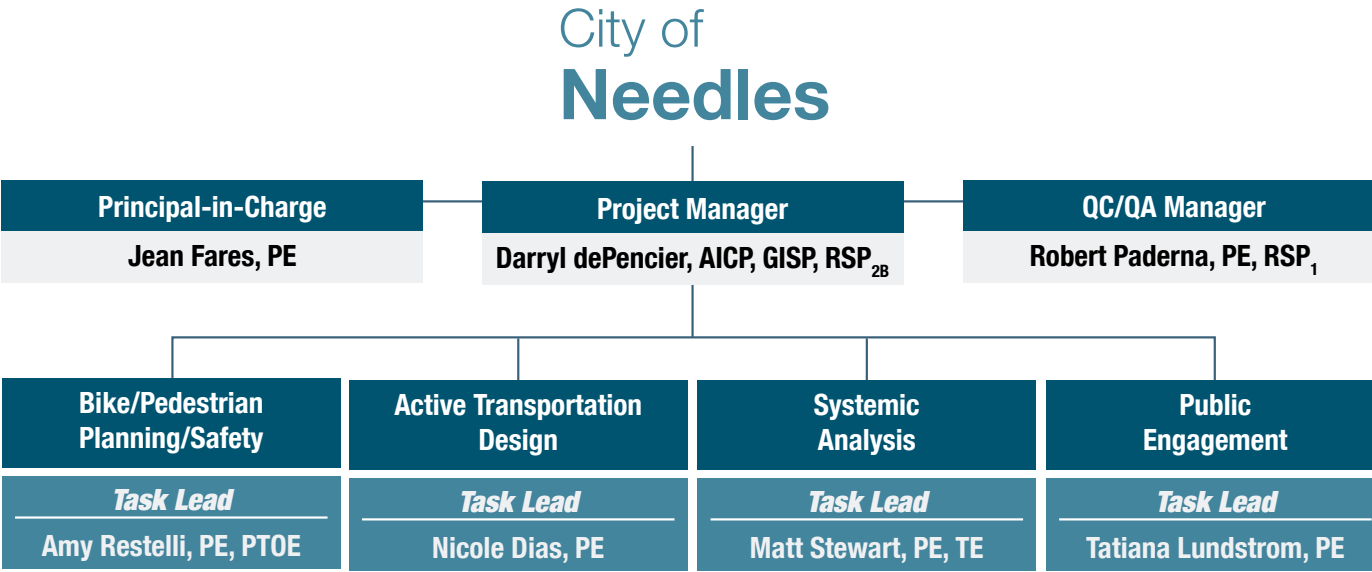


PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR THE
NEEDLES Active Transportation Plan

Proposed Staffing

Kimley-Horn has assembled an exceptional team of professionals who possess experience providing similar active transportation planning services, have proven project management capabilities, and are committed to providing the City with timely and high-quality deliverables. **Darryl dePencier, AICP, GISP, RSP₂₈** will serve as our project manager responsible for day-to-day coordination with the City and our proposed key personnel, and will also be the primary contact with the City during the Project period. He will attend meetings with the City and provide timely performance from our team. Darryl will be supported by principal-in-charge **Jean Fares, PE**; QC/QA manager **Robert Paderna, PE, RSP₁**; and a dedicated team of planners and engineers. We are accustomed to responding quickly to the needs of our local clients.

Our proposed team organization—including identification and responsibilities of key personnel—is shown in the organizational chart below. We have provided detailed resumes for our key Kimley-Horn team members on the following pages.



NEEDLES Active Transportation Plan**Resumes**

Darryl dePencier, AICP, GISP, RSP_{2B}
Project Manager

Professional Credentials

- Master of Urban Spatial Analytics, University of Pennsylvania
- Bachelor of Arts, Geography, Carleton University, Ottawa
- American Institute of Certified Planners #026552
- Geographic Information Systems Professional #59317
- Roadway Safety Professional 1 #279
- Roadway Safety Professional 2B #17

Darryl has more than 17 years of experience in leading active transportation and safety planning projects. He uses data-driven approaches to assess transportation system performance for safety, equity, operations and other factors as needed.

As a GIS Professional, Darryl uses GIS to efficiently assess existing conditions and analyze project alternatives. He has supported the development and implementation of GIS analysis methods for active transportation plans, traffic safety analysis,

Americans with Disabilities Act (ADA) transition plans, and other transportation planning functions. He is experienced in estimating bicycle and pedestrian trip volumes, safety impacts, and benefit cost assessment. He has worked on studies at the statewide, regional, local, and site-specific levels that include guidance documents, LRSPs, safety thresholds and audits, and local countermeasure recommendations.

Relevant Experience

- **City of Bakersfield, Active Transportation Plan, Bakersfield, CA** – Project Manager
- **City of Palmdale, Sustainable Transportation Plan, Palmdale, CA** – Project Manager
- **City of Indian Wells Comprehensive Traffic Safety Action Plan, Indian Wells, CA** – Project Manager
- **City of Bakersfield, Neighborhood Traffic Calming Plan, Bakersfield, CA** – Project Manager
- **City of Artesia, Active Transportation Plan, Artesia, CA** – Project Planner
- **Caltrans, Statewide Vulnerable Road User Safety Assessment, Sacramento, CA** – Project Manager
- **City of Santa Clarita, Bicycle and Pedestrian Safety Study, Santa Clarita, CA** – Project Manager
- **City of Lincoln, Bikeway Master Plan, Lincoln, CA** – Project Planner
- **City of Salinas, Active Transportation Plan, Salinas, CA** – Subject Matter Expert
- **City of Redding, ADA Transition Plan, Redding, CA** – Project Planner
- **City of Tustin, Bicycle Safety Plan, Tustin, CA** – Project Manager
- **City of Westminster, Bicycle Safety Plan, Westminster, CA** – Project Manager
- **Caltrans, California Strategic Highway Safety Plan (SHSP) Update and Implementation, Statewide, CA** – Project Planner
- **Caltrans, Safety Performance Measure Target Setting Analysis, Statewide, CA** – Project Planner
- **City of Eastvale, Systemic Safety Analysis Report (SSAR), Eastvale, CA** – Project Manager
- **City of Riverside, LRSP, Riverside, CA** – Project Planner
- **City of Lancaster, SRTS Plan, Lancaster, CA** – Project Planner



NEEDLES Active Transportation Plan



Jean Fares, PE
Principal-in-Charge

Professional Credentials

- Bachelor of Science, California State Polytechnic University, Pomona
- Professional Traffic Engineer in California #2097

Jean is a project manager with more than 35 years of professional experience in the fields of traffic and transportation engineering. He has provided traffic signal design at over 2,000 locations, signal system design at over 1,500 locations, traffic signal timing at over 2,500 locations, and has wide-ranging experience with traffic operations, signing and marking plans preparation, transportation management plans (TMP), and traffic control plans. Jean also has extensive experience in applying traffic engineering, ITS technologies, and communications infrastructure design to leading design-build transportation and transit projects.

Relevant Experience

- **City of Palmdale, Sustainable Transportation Plan, Palmdale, CA** – Project Engineer
- **City of Palmdale, Active Transportation Plan, Palmdale, CA** – Principal-in-Charge
- **City of Santa Clarita, Newhall Bike Boulevard, Santa Clarita, CA** – Project Manager
- **City of Palm Desert, Rail Station Feasibility Study, Palm Desert, CA** – Principal-in-Charge
- **City of Thousand Oaks, Rancho Road Sidewalks and Bike Lanes** – HSIP, Thousand Oaks, CA – Project Manager
- **City of Culver City, Overland Avenue Bike Lane, Pedestrian, and High Friction Surface Treatment (HFST) Improvement Project, Culver City, CA** – Project Manager
- **City of Thousand Oaks, Moorpark Road Sidewalk and Bike Lane Improvements, Thousand Oaks, CA** – Project Manager
- **City of West Covina, Preliminary Engineering Phase Services, West Covina, CA** – Project Manager
- **City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, South El Monte, CA** – Project Manager
- **City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, Monterey Park, CA** – Project Manager
- **City of Culver City, Signal Upgrade and Left Turn Phasing, Culver City, CA** – Project Manager
- **City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System, Downey, CA** – Project Manager
- **City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement, Santa Clarita, CA** – Deputy Project Manager
- **City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials (HSIP), San Bernardino, CA** – Project Manager
- **City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop (HSIP), West Hollywood, CA** – Project Manager
- **CVAG, Traffic Signal Synchronization Project, Coachella Valley, CA** – Project Manager
- **City of Palm Springs, Traffic Signal Improvements, Palm Springs, CA** – Project Manager
- **City of Santa Monica, Transit Priority System Phase 2 and ATMS, Phase 3, Santa Monica, CA** – Project Manager
- **City of Santa Clarita, San Fernando Road Improvements, Santa Clarita, CA** – Project Manager
- **City of Arcadia, Santa Anita Avenue Corridor Traffic Signal Improvement Design, Arcadia, CA** – Project Manager



NEEDLES Active Transportation Plan



Robert Paderna, PE, RSP₁
QC/QA Manager

Professional Credentials

- Bachelor of Science, Civil Engineering, San Jose State University
- Professional Engineer in California #73262
- Road Safety Professional 1 #553
- Intelligent Transportation Society of California, Member
- Institute of Transportation Engineers, Member

Robert has more than 20 years of experience in transportation and traffic engineering. His experience includes safety studies, RSAs, traffic control, engineering and traffic surveys, signal warrant analysis, pedestrian and bicycle facilities planning and design, signing and striping, traffic impact studies, signal timing, traffic signal design, street lighting, and ITS design. He is skilled in the application of the California Manual on Uniform Traffic Control Device (CMUTCD) guidelines, Americans with Disabilities Act (ADA) guidelines, Caltrans' Highway Design Manual (HDM) and Standard Plans, and industry best practices included in National Association of City Transportation Officials (NACTO) publications. Robert brings extensive recent experience in preparation of LRSPs which involved robust stakeholder/public engagement and development of project implementation strategies. Additionally, these efforts have produced safety implementation projects in which our clients were successful in securing grant funding.

Relevant Experience

- **City of Santa Clara, Santa Clara Vision Zero Plan, Santa Clara, CA** – Project Manager
- **CCTA, Countywide Comprehensive Transportation Safety Action Plan, Contra Costa County, CA** – Project Manager
- **VTA, Tasman Corridor Complete Streets Study, San Jose, CA** – Project Engineer
- **Citrus Heights, Greenback Lane Complete Streets Improvements Project - Sunrise Boulevard to Fair Oaks Boulevard, Citrus Heights, CA** – Project Engineer
- **City of Milpitas, Citywide Traffic and Safety Study, Milpitas, CA** – Project Engineer
- **County of San Benito, LRSP, San Benito County, CA** – Project Engineer
- **City of Placerville, LRSP, Placerville, CA** – Project Manager
- **County of Sutter, LRSP, Sutter County, CA** – Project Manager
- **County of Glenn, LRSP, Glenn County, CA** – Project Manager
- **City of Citrus Heights, LRSP, Citrus Heights, CA** – Project Manager
- **City of Manteca, LRSP, Manteca, CA** – Project Manager
- **City of Roseville, LRSP, Roseville, CA** – Deputy Project Manager
- **City of Rocklin, LRSP, Rocklin, CA** – Deputy Project Manager
- **County of El Dorado, LRSP, El Dorado County, CA** – Project Manager
- **County of Stanislaus, HSIP Design of Striping, Cure Assessments, and Signage, Modesto, CA** – Project Manager
- **County of San Joaquin, Systematic Safety Analysis Report, San Joaquin County, CA** – Project Engineer
- **City of Folsom, Safety Assessment of East Natoma Street and Blue Ravine Road, Folsom, CA** – Project Manager



NEEDLES Active Transportation Plan



Amy Restelli, PE, PTOE

Bike/Pedestrian Planning/Safety

Professional Credentials

- Bachelor of Science, Civil Engineering, Villanova University
- Professional Civil Engineer in Maryland #41282
- Professional Traffic Operations Engineer #4313

Amy has 13 years of experience in transportation planning and design projects, with a passion for creating active, healthy communities through equitable access to mobility options. Amy's work includes active transportation plans, multimodal corridor plans, community plan updates, safety plans, and campus circulation plans across the region. Her safety experience includes large-scale statewide plans as well as intersection- and corridor-specific improvement designs. She works on a variety of other transportation project types, including intersection and corridor operational analyses, bicycle and pedestrian facility intersection designs, traffic signal design, traffic signal optimization and coordination, transportation management plans, and signing and pavement marking plans. Her excellent written and verbal communication skills—combined with her ambition and passion for the industry and her drive to develop creative solutions—have allowed her to produce numerous quality products in a timely manner. Amy thrives in building stakeholder consensus through planning and development of projects. Her project and task management focuses on keeping projects streamlined and grounded, making it easier for the public to understand improvement objectives.

Relevant Experience

- **City of Menifee, Active Transportation Plan, Menifee, CA** – Project Manager
- **City of Artesia, Active Transportation Plan, Artesia, CA** – Project Manager
- **City of Menifee, Complete Streets Plan, Menifee, CA** – Project Manager
- **City of San Marcos, Active Transportation Plan, San Marcos, CA** – Project Manager
- **City of Salinas, Active Transportation Plan, Salinas, CA** – Project Manager
- **SANDAG, San Vicente Comprehensive Multimodal Corridor Plan, San Diego, CA** – Project Manager
- **City of San Marcos, Street Design Manual, San Marcos, CA** – Project Manager
- **City of San Diego, Mira Mesa and University Community Plan Update, San Diego, CA** – Project Manager
- **City of San Diego, Market and Euclid Complete Streets, San Diego, CA** – Project Engineer
- **City of National City, Euclid Avenue Pedestrian and Bicycle Enhancements, National City, CA** – Project Engineer
- **SANDAG, Urban Bikeways, San Diego, CA** – Project Engineer
- **City of Salinas, Main Street Improvement Plan, Salinas, CA** – Project Engineer
- **City of Salinas, Bardin Road SRTS Improvements, Salinas, CA** – Project Engineer
- **Town of Los Gatos, Winchester Boulevard Complete Streets, Los Gatos, CA** – Project Engineer



NEEDLES Active Transportation Plan



Nicole Dias, PE

Active Transportation Design

Professional Credentials

- Bachelor of Science, Civil Engineering, San Diego State University
- Professional Engineer in California #86490

Nicole has been leading and supporting the design of multidisciplinary roadway and transit projects across Southern California for 12 years. She has worked on a wide range of projects from local roadway improvements to major interchange projects, from feasibility studies to final design and construction phase services. Her passion is complete streets, active transportation, and safety improvements. Nicole has also worked extensively on contracts with differing funding sources and is familiar with Caltrans' Local Assistance processes and requirements.

Relevant Experience

- **City of Los Angeles Bureau of Streets Services, Broadway-Manchester Active Transportation Equity Project (ATP Cycle 4) PA&ED and PS&E Phases, Los Angeles, CA** – Project Manager
- **City of Los Angeles Bureau of Streets Services, Mission Mile-Sepulveda Project (ATP Cycle 5), PA&ED Phase, Los Angeles, CA** – Project Engineer
- **City of Los Angeles Bureau of Engineering, Telfair Avenue Multimodal Bridge Over Pacoima Wash PA&ED and PS&E, Los Angeles, CA** – Project Manager
- **City of Bakersfield, Niles and Monterey Complete Streets Improvements, Bakersfield, CA** – Project Manager
- **City of Bakersfield, Monitor Street SRTS Corridor Improvements, Bakersfield, CA** – Contract Manager/Project Engineer
- **City of Lancaster, Avenue M Corridor Improvements PS&E, Lancaster, CA** – Project Manager
- **City of Lancaster, Avenue L Corridor Improvements PA&ED, Lancaster, CA** – Project Manager
- **City of Camarillo, Pleasant Valley Road Bike Lanes, Camarillo, CA** – Project Engineer
- **City of Thousand Oaks, Rancho Road Sidewalks and Bike Lanes, Thousand Oaks, CA** – Project Engineer
- **City of Los Angeles, Downtown Streetcar Independent Cost Estimate, Los Angeles, CA** – Project Engineer
- **City of Malibu, Civic Center Way Improvements, Malibu, CA** – Project Engineer
- **City of Agoura Hills, Kanan Road/Agoura Road Ultimate Intersection Improvements, Agoura Hills, CA** – Project Engineer
- **LA Metro, Willowbrook/Rosa Parks Station Improvement Project Design and Engineering Services, Los Angeles, CA** – Project Analyst



NEEDLES Active Transportation Plan



Matt Stewart, PE, TE

Systemic Analysis

Professional Credentials

- Master of Science, Transportation Engineering, University of California, Berkeley
- Bachelor of Science, Civil and Environmental Engineering, University of California, Los Angeles
- Professional Engineer in California #90465
- Professional Traffic Engineer in California #3063

Matt has experience in traffic safety analysis, traffic engineering, and transportation planning. His experience includes preparation of traffic impact analyses, parking studies, pedestrian and bicycle master plans, and stakeholder engagement. Matt also has experience in data collection and field review, traffic signal timing optimization, traffic management center (TMC) and controller cabinet timing implementation, fine-tuning, and corridor before and after studies.

Relevant Experience

- **Caltrans, Complete Intersections Guide Update, Statewide, CA** – Deputy Project Manager
- **LA County, Bike Master Plan Update, Los Angeles County, CA** – Project Manager
- **City of Agoura Hills, Bike Master Plan, Agoura Hills, CA** – Project Engineer
- **City of Irvine, Fire Evacuation Traffic Study, Irvine, CA** – Project Manager
- **Orange County, ADA Transition Plan, CA** – Project Manager
- **City of Los Angeles, Department of Recreation and Parks, Griffith Park Safety and Mobility Active Transportation Project, Los Angeles, CA** – Project Engineer
- **LA Metro, North Hollywood to Pasadena BRT Planning and Environmental Study, Los Angeles to Pasadena, CA** – Project Engineer
- **City of Los Angeles, Department of Recreation and Parks, Griffith Park Safety and Mobility Active Transportation Project, Los Angeles, CA** – Project Engineer
- **Caltrans, CMAS Safety Performance Management Target Setting Analysis, CA** – Project Engineer
- **San Diego Association of Governments (SANDAG), State Triennial Performance Audit, San Diego, CA** – Project Analyst
- **Orange County Transportation Authority (OCTA), State Triennial Performance Audit (2018), Orange County, CA** – Project Analyst
- **OCTA, Chapman Avenue Corridor Traffic Signal Synchronization Project (TSSP) (Task Order for Traffic Engineering Services for), Orange County, CA** – Project Analyst
- **City of Moorpark, Los Angeles Avenue Traffic Study, Moorpark, CA** – Project Analyst
- **City of Irvine, Barranca Parkway Regional Traffic Signal Synchronization Program, Irvine, CA** – Project Analyst



NEEDLES Active Transportation Plan



Tatiana Lundstrom, PE

Public Engagement Task Lead

Professional Credentials

- Bachelor of Science, Civil Engineering, Clemson University
- Bachelor of Arts, Modern Languages, Clemson University
- Professional Engineer in California #95416

Tatiana is a transportation engineer with nearly seven years of experience in roadway safety projects and public outreach. She has prepared design plans and quantity calculations for a variety of roadway projects across California, and she has also attended and spoken at public meetings, often interfacing with local community groups. Tatiana is familiar with OpenRoads, Corridor Modeling, AutoCAD, and MicroStation. She is also conversationally proficient in Mandarin Chinese.

Relevant Experience

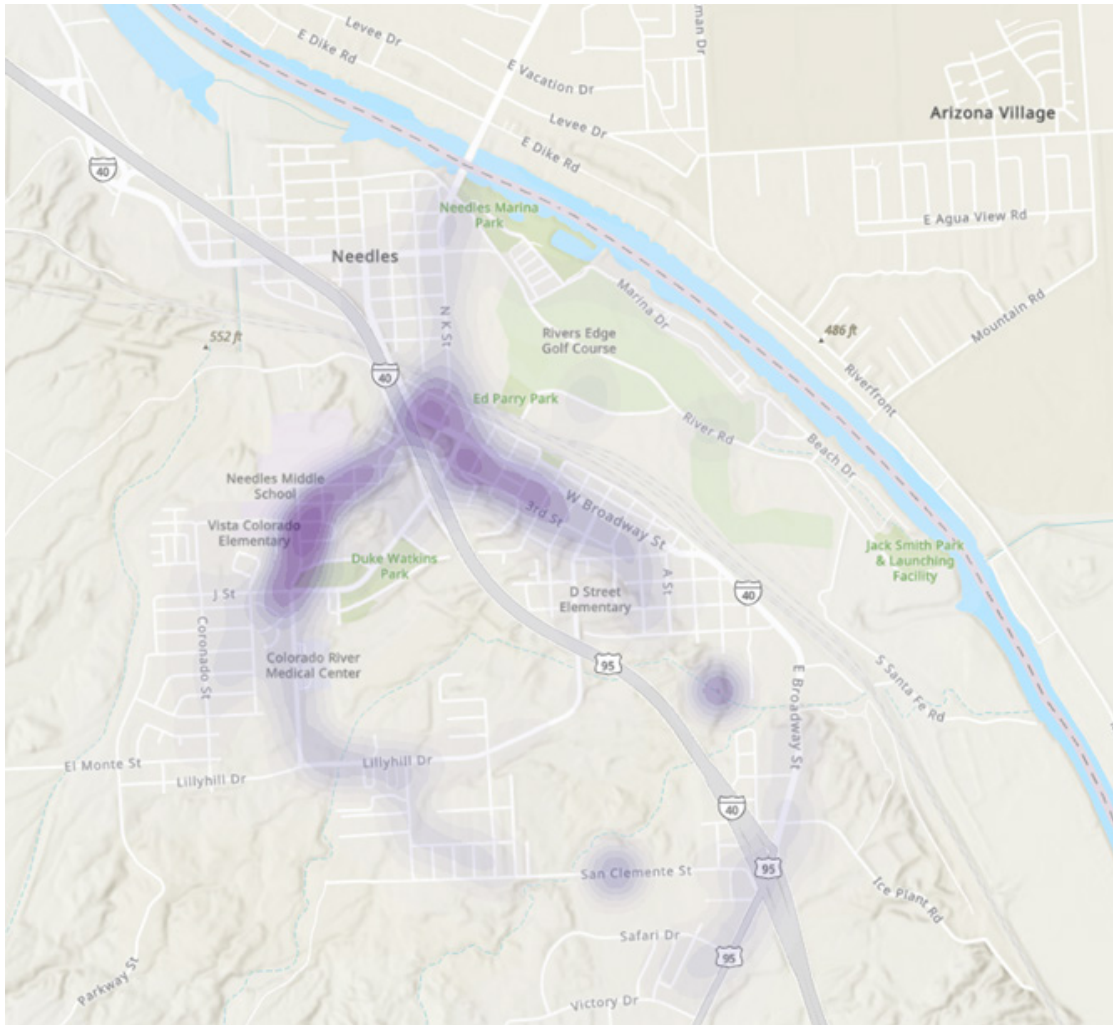
- **City of Bakersfield, Active Transportation Plan, Bakersfield, CA** – Outreach Lead
- **City of San Marcos, Active Transportation Plan, San Marcos, CA** – Safe Routes to School Coordinator
- **Caltrans, California SHSP Update and Implementation, Statewide, CA** – Deputy Project Manager
- **La Jolla Band of Luiseno Indians, La Jolla Active Transportation Plan Feasibility Study, Pauma Valley, CA** – Project Engineer
- **City of National City, 8th Street and Roosevelt Avenue Active Transportation Corridor, National City, CA** – Project Engineer
- **City of Morro Bay, LRSP, Morro Bay, CA** – Project Engineer
- **City of San Diego, University CPU, San Diego, CA** – Project Engineer
- **Caltrans District 11, Voigt Drive/I-5 North Coast Corridor (NCC) Improvements (PS&E), San Diego, CA** – Analyst
- **Caltrans District 11, I-5 North Coast Corridor (NCC) PS&E, Construction Support, and Express Lanes, San Diego, CA** – Analyst
- **Caltrans District 11, A&E On-Call Roadway Design Services, SR 52 PS&E and Asset Management, San Diego, CA** – Analyst
- **Caltrans District 11, On-Call Roadway Design Services, SR 78 Culverts PS&E, San Diego, CA** – Analyst
- **Contra Costa Transportation Authority (CCTA), Regional Comprehensive Transportation Safety Action Plan, Walnut Creek, CA** – Outreach Lead
- **SANDAG, Orange Bikeway, San Diego, CA** – Project Engineer
- **University of California, Riverside, Canyon Crest and University Intersection Safety Improvements, Riverside, CA** – Project Engineer



PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR THE **NEEDLES Active Transportation Plan**

Approach/Methodology

The City of Needles is a compact community well suited to walking and biking for short trips in town, particularly in the winter months and in the mornings and evenings when the sun isn't at peak intensity. Data collected from mobile devices in the City suggests that people are moving around on foot, particularly along Broadway, J Street, and Bailey Avenue. The City's streets are wide enough to accommodate more formalized infrastructure for pedestrians and bicycles where they don't currently exist, and in some places wider facilities where they do. The City scores average to above average against its peers, according to the California Office of Traffic Safety, but tends to see more pedestrians injured in traffic than its share, particularly in the most recent reported year (2021). Four pedestrian injuries were reported making it 7th out of 76 peer cities for most pedestrian injuries.



Kimley-Horn's approach to active transportation plans considers several key goals, including:

Connectivity & Accessibility

- Identify and prioritize areas with high demand for active transportation infrastructure.
- Increase active transportation trips as a percentage of all trips taken.
- Eliminate gaps in the bicycle and pedestrian networks to improve connectivity and physical access between neighborhoods and destinations.
- Pursue policies and design solutions that add active transportation end-trip facilities at destinations.



NEEDLES Active Transportation Plan

- Collaborate with surrounding jurisdictions and regional partners to ensure alignment with other active transportation plans, projects, and programs within adjacent communities.
- Develop a wayfinding system that allows all people, regardless of ability, to easily navigate across the active transportation network, to destinations, and to use recreational facilities.

Safety & Comfort

- Identify high-risk locations and corridors for active transportation users and develop projects and policies to reduce the crash risk to active transportation users.
- Prioritize projects and policies that separate active transportation users from vehicular traffic.
- Implement projects that reduce safety risks at intersections between active transportation facilities and vehicular traffic.
- Improve signage and lighting along designated active transportation corridors.
- Create comfortable and aesthetically interesting active transportation corridors.

Healthy, Clean & Green

- Reduced climate-warming greenhouse gas emissions and primary air pollutants by sparking mode shift from motor vehicle trips to active transportation trips.
- Implement projects and policies that support active transportation trips for daily travel and recreational purposes to improve physical health of the population.
- Increase tree canopy coverage over active transportation corridors.

A Strong Economy

- Support economic development goals by creating walkable and bikeable communities and commercial centers, providing access to regional destinations, and attracting business talent and investment.
- Develop and prioritize strategies that accelerate active transportation funding, design, and implementation to make projects more cost-effective.

Supportive Policy & Programming

- Develop and implement educational opportunities to instruct motorists, bicyclists, and pedestrians about their rights and responsibilities and the rules of the road.
- Develop and implement encouragement programs to promote active transportation mode shift.
- Develop and implement an enforcement program to encourage safe travel behavior and reduce aggressive, illegal, and careless behavior from all road users.
- Develop a program to evaluate the use, effectiveness, and impacts of implemented active transportation projects and programs.

Maintenance & Preservation

- Establish a multi-year maintenance, rehabilitation, and replacement program for cleaning, repairing, and replacing active transportation facilities on City property.
- Coordinate with stakeholders across departments and jurisdictions to share resources and implement maintenance, rehabilitation, and replacement of active transportation facilities.
- Create a program for working with property owners to ensure proper maintenance, rehabilitation, and replacement of sidewalks.



PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR THE
NEEDLES Active Transportation Plan

Our team's approach to engagement focuses on establishing and maintaining a two-way conversation through the life of the project. We will develop a Public Engagement Plan that incorporates a multi-faceted approach to sharing project information, education and information on options and opportunities, and multiple means to receive public feedback on what matters to them locally, elements they would like to address, and feedback on proposed future facilities. We will also coordinate with past and ongoing planning efforts to incorporate and report back on engagement that has already taken place to help demonstrate a commitment to active listening and commitment to community priorities. Our attached scope includes the items requested in the request for proposals, but our team will take a flexible approach that allows for pivots when an engagement strategy is working better or less well than planned.



As shown above, our team considers the broader universe of active transportation, including the growing share of e-bikes and scooters, skateboards, and other personal conveyances that may need considerations above and beyond the standard bicycle lane and sidewalk approach. Statewide, regional and local responses to these technologies continues to evolve, and the Kimley-Horn team is actively tracking associated changes to the California Vehicle Code and planning best practices as it relates to these opportunities for more people to use alternative transportation modes, while maintaining safe and comfortable environments for those on foot.



PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR THE **NEEDLES Active Transportation Plan**

Project Management

Budget and Schedule Control

As our clients will confirm, Kimley-Horn has an excellent record of completing projects on schedule and within budget. We have a sophisticated Management Information System (MIS)—including software such as the CostPoint Engineering Accounting system and Microsoft Power BI—that allows our project managers to monitor budgets closely. Using the Project Effort Reports generated twice monthly by our MIS, project managers gain a clear understanding of the project scope early in the process to develop a realistic, well-thought-out work plan. Once the work plan is developed with the stakeholders, the project manager communicates to the project team the key milestones and submittal dates—including time for QC reviews—as well as the importance of maintaining the established schedule and budget. This communication, along with teamwork and organization, results in successful projects and satisfied clients.

The best approach to keeping a project on schedule is to create a risk register whereby we:

1. Track each potential issue
2. Define the criticality of each potential issue
3. Identify the steps and dates for resolution of each potential issue

This approach holds the team accountable and forms the basis for the sequence of steps each team member needs to take to reach resolution and keep the project moving forward.

Approach to Quality

Since our founding, Kimley-Horn has aggressively pursued our commitment to quality for every task, deliverable, and service provided by the firm. Recognizing the importance of careful quality control, Kimley-Horn developed a quality control/quality assurance (QC/QA) manual that every project manager is required to know and use. Our procedures will help ensure high-quality services that satisfy your needs. There will be no learning curve relative to quality for our team.

Our specific five-step QC/QA process for delivering project materials is shown below. This process allows us to develop quality reports, plans, specifications, and planning documents in a cost-effective manner on schedule while also giving our deliverables and our subconsultants' deliverables a thorough quality check.

Structure: Each QC/QA plan includes a program manager (responsible for the overall quality of the project), technical managers (engineers responsible for discipline design development), and a QC/QA manager (responsible for verifying that the QC/QA plan is being implemented and followed).

Procedures: Intra-disciplinary checking of documents will be performed by a competent individual within each discipline other than the designer. We have established a color-coded comment process that involves the following steps: an initial check (performed by the checker); a review of comments to help confirm that suggested changes to the documents are given adequate consideration and the resolution is documented (performed by the designer); a review that ensures changes to the documents are completed in the original documents (performed by the designer); and finally, a review that helps guarantee changes to the documents are completed accurately (performed by the checker).

Inter-Disciplinary Reviews: Inter-disciplinary reviews and coordination are performed throughout the project and prior to key submittals, when senior staff from the various discipline groups are brought together to discuss and comment on the interaction of the overall project elements.

Quality Assurance Audit: The QC/QA manager will be responsible for conducting a quality assurance audit after completion of the checking and review process and prior to the submittal of any document or deliverable.

KIMLEY-HORN QUALITY CONTROL IS



ACHIEVED

Through adequate planning, coordination, supervision, and technical direction



CONTROLLED

By assigning a manager to evaluate all work flow and procedures



SECURED

Through careful surveillance of work activities by parties not involved in the initial efforts



VERIFIED

Through independent reviews by qualified staff



PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR THE
NEEDLES Active Transportation Plan

Deliverables and Document Control: The project manager will manage the submission of design documents after the QC/QA audit is complete and at milestone completion dates.

Corrective Action Measures: Corrective action measures will be taken if incorrect or nonconforming work is discovered in deliverable items that have already completed the QC/QA process.

Scope of Services

Task 0: Project Management, Meetings, and Coordination

▲ Task 0.1: Project Kick-Off

Kimley-Horn will meet with City staff in person to discuss project expectations and refine the overall project work plan. The meeting will introduce the project team, establish a project communication protocol, review the project schedule, and identify the overall project working group. Kimley-Horn will prepare an agenda and meeting notes for the kick-off meeting. We expect that the meeting will take one hour and have up to three Kimley-Horn staff present.

Deliverables:

➤ Meeting Agenda; Meeting Notes

▲ Task 0.2: Project Update Meetings

Based on the outcome of the kick-off meeting, Kimley-Horn assumes that a bi-weekly project management meeting will be held using a virtual platform to keep all key team members up to date on project progress, and to facilitate decision making that is needed to keep the project moving forward. The duration and attendance of these meetings will vary based on current project activities. Kimley-Horn will facilitate these meetings. We assume that 20 meetings will occur over the duration of the project, estimated at 12-months. Up to two of these meetings could be replaced with presentations to the ad hoc Safety committee to report project progress.

Deliverables:

➤ Meeting Agenda; Meeting Notes

▲ Task 0.3: Progress Reporting

Kimley-Horn will provide a written progress report each month with its monthly invoices assuming 12-months.

Deliverables:

➤ Monthly Progress Reports and Invoices

Task 1: Existing Conditions Review / Needs Assessment

▲ Task 1.1: Literature / Existing Plan Review

Kimley-Horn will review documents that are readily available or provided by the City of existing plans prepared by or for the City, SBCTA, and/or Caltrans, that are identified by the City. Kimley-Horn will identify plan elements that include or impact bicycle and pedestrian infrastructure. Based on these, Kimley-Horn will develop a matrix of planned projects or policies that should be considered as part of ATP development.

Deliverables:

➤ Matrix of existing planned bicycle and pedestrian infrastructure or program improvements



PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR THE
NEEDLES Active Transportation Plan

▲ **Task 1.2:** *Develop Current Bicycle and Pedestrian Infrastructure Inventory*

Kimley-Horn will map existing pedestrian and bicycle facilities in the City using any existing GIS or CAD data available from the City. If City records are incomplete, the Kimley-Horn team will update the maps for the arterial and collector roadway system using available aerial photography.

Deliverables:

- Updated GIS Mapping of Bicycle and Pedestrian Infrastructure

▲ **Task 1.3:** *Programs and Policy Review*

Kimley-Horn will work with City staff to identify existing bicycle and pedestrian programs, policies, and ordinances to determine where institutional barriers might exist for encouraging more active transportation travel in the City, or where there are opportunities to provide additional services that could make it easier for people to walk and bike in the City comfortably and safely. Kimley-Horn will develop a list of opportunities to enhance programs and policies consistent with active transportation best practices.

Deliverables:

- Best Practices Status and Opportunities

Task 2: System Development

▲ **Task 2.1:** *Identify Key Pedestrian and Bicycle Trip Generators*

Kimley-Horn will identify key locations that should be prioritized for connectivity to the citywide bicycle and pedestrian network, such as schools, public facilities, parks, senior centers, and shopping/employment hubs. The team will work with City staff to identify the critical facilities and will review available data from Strava, Replica, and the Longitudinal Employment/Housing Dynamic to identify major activity centers.

Deliverables:

- GIS Map of Key Trip Generators

▲ **Task 2.2:** *Identify Bicycle / Pedestrian Network*

Kimley-Horn will review the existing bicycle and pedestrian network against the multimodal hub map and develop a core system spine that provides cross-town connectivity that connects the hubs as directly as possible, making use of low-stress roadways and off-street trails where possible. The team will then identify neighborhoods that lack or have poor access to the system and identify necessary connections that will improve multimodal access.

Deliverables:

- Conceptual Bicycle and Pedestrian Network GIS Map

▲ **Task 2.3:** *Cost Assessment*

The Kimley-Horn team will develop a planning level cost assessment for the projects identified in Task 3.2. These costs will be based on Class I, II, III, and IV typologies using a cost per mile with contingency.

Deliverables:

- Project Cost Estimates (Planning Level)



PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR THE
NEEDLES Active Transportation Plan

Task 3: Community Engagement

Outreach materials for the following task can be provided in Spanish or other languages as required. The consultant team will provide Spanish speaking staff for all live events.

▲ Task 3.1: *Project Website*

Kimley-Horn proposes setting up a publicly accessible project website using WIX or a similar web builder engine at the outset of this project to keep people informed of project progress, upcoming meetings, and to collect ongoing feedback on project materials. This forum will also allow us to extend the public workshops for those that cannot attend in person or prefer to engage in a virtual setting. The website will include a calendar of events, a forum to submit feedback, and links to public ready documents and presentations. The site will also include an interactive map that community members can use to make suggestions and comments.

Deliverables:

➤ Project Website

▲ Task 3.2: *Public Workshop*

The engagement task will include two public workshops where we will share draft plan outcomes with the public to raise awareness of the plan and its contents, and to gather feedback on plan elements that can be modified if the public and the City wishes to make adjustments. Kimley-Horn will prepare printed handouts that the City can use for additional outreach at intercept activities if the opportunity arises.

Deliverables:

➤ Workshop presentation; Up to 5 presentation Boards; 1 collaborative activity

▲ Task 3.3: *Outreach Survey*

In conjunction with the first round of outreach, Kimley-Horn will develop a survey with questions oriented around active transportation needs that can be shared on the project website and at the workshops. Kimley-Horn will work with the City to identify the top 10 employers to get focused responses from. Survey results will be summarized and incorporated into a summary document.

Deliverables:

➤ Outreach Survey; Summary of Survey Responses

▲ Task 3.4: *School Pedestrian and Bicycle Audits*

The team will work with the City to conduct walking audits of active transportation facilities near schools and to collect feedback from the local community on safety concerns for children walking and biking to school.

Deliverables:

➤ Field notes and feedback summary

▲ Task 3.5: *Goals and Objectives*

At the conclusion of Tasks 1 and 2 and the first round of engagement, Kimley-Horn will prepare draft project Goals and Objectives that will ultimately be used to frame project recommendations and to assist with project prioritization. The goals and objectives will have corresponding measures of effectiveness that can support future plan updates and monitoring. The goals and objectives will be constructed to support potential future regional, state, and federal funding opportunities.

Deliverables:

➤ Technical Memorandum: Goals and Objectives



NEEDLES Active Transportation Plan

Task 4: Establish On-Going Maintenance Program

▲ Task 4.1: *Establish On-Going Maintenance Program*

Kimley-Horn will work with City staff to incorporate the active transportation facility maintenance needs into its current roadway maintenance program by identifying infrastructure life cycles, updated design standards and cross sections, and opportunities to combine maintenance activities such as street sweeping and repaving.

Deliverables:

- Technical Memorandum: Maintenance Program

Task 5: Implementation and Prioritization

▲ Task 5.1: *Identify Funding Sources*

Kimley-Horn will outline available funding sources for Active Transportation projects and will provide information on how the funds are accessed and what specific types of projects are eligible.

Deliverables:

- List of applicable funding sources

▲ Task 5.2: *Outline Most Critical System Gaps*

Kimley-Horn will conduct a usage assessment of proposed projects developed in Task 3.2 and will score them based on cost, potential use using NCHRP 552 methodology, and role in the citywide network. The projects will be grouped into Tiers based on those scores to help the City prioritize which projects should be constructed first, and which can wait for specific funding opportunities or maintenance cycles. The top 20 projects will be defined in additional detail to be grant ready and prioritized in order of benefit cost.

Deliverables:

- Tiered list of projects

▲ Task 5.3: *VMT/GHG Mitigation Assessment*

At the City's discretion, Kimley-Horn will calculate the VMT and GHG reduction benefits associated with plan implementation to assist with future CEQA needs associated with nearby development, other plans, or regional requests.

Deliverables:

- Technical Memorandum: VMT/GHG reduction estimates

Task 6: Develop Active Transportation Plan Report

▲ Task 6.1: *Draft Active Transportation Plan*

Kimley-Horn will compile a draft report that outlines the process and findings for Tasks 1 through 4. The report will include an overview of the project purpose, study methods, data sources, the core active transportation network, identified active transportation projects, and implementation guidance. The draft report will be submitted to City staff for review and comment. The report will be structured to include separate pedestrian, bicycle, and trails plans that can be implemented independently from each other as funding opportunities become available.



PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR THE
NEEDLES Active Transportation Plan

▲ **Task 6.2:** *Final Active Transportation Plan*

Kimley-Horn will update the draft report based on comments received from the City, and input received from the public, and finalize the Active Transportation Plan.

▲ **Task 6.3:** *Plan Presentations*

Kimley-Horn will present the plan in one public meeting to raise awareness and collect any additional feedback. The team will then provide a presentation of the plan to City Council. Kimley-Horn will develop a PowerPoint presentation summarizing the plan document as part of this task.

Deliverables:

- PowerPoint deck summarizing plan and attendance at up to two meetings

Project Schedule

Tasks		7-Jan	21-Jan	4-Feb	18-Feb	4-Mar	18-Mar	1-Apr	15-Apr	29-Apr	13-May	27-May	10-Jun	24-Jun	8-Jul	22-Jul	5-Aug	19-Aug	2-Sep	16-Sep	30-Sep
Task 0	Project Mangement, Meetings, Coordination																				
0.1	Project Kick Off																				
0.2	Project Update Meetings																				
0.3	Progress Reporting																				
Task 1	Exisitng Cnditions Review / Needs Assessment																				
1.1	Literature / Existing Plans Review																				
1.2	Develop Current Bicycle and Pedestrian Infrastructure Inventory																				
1.3	Programs and Policy Review																				
Task 2	System Development																				
2.1	Identify Key Pedestrian and Bicycle Trip Generators																				
2.2	Identify Bicycle and Pedestrian Network																				
2.3	Cost Assessment																				
Task 3	Outreach and Engagement																				
3.1	Project Website																				
3.2	Public Workshop																				
3.3	Outreach Survey																				
3.4	School Pedestrian and Bicycle Audits																				
3.5	Goals and Objectives																				
Task 4	Establish On-Going Maintenance Program																				
4.1	Establish On-Going Maintenance Program																				
Task 5	Implementation and Prioritization																				
5.1	Identify Funding Sources																				
5.2	Outline Most Critical System Gaps																				
5.3	VMT/GHG Mitigation Assessment																				
Task 6	Develop Active Transportation Plan Report																				
6.1	Draft Active Transportation Plan																				
6.2	Final Active Transportation Plan																				
6.3	Plan Presentations																				

■ Task ■ City Review



NEEDLES Active Transportation Plan

References

We are proud of our working relationships with our clients, and much of our success over the last 57 years is directly related to our efforts to provide consistent, high-quality, and timely services. The following is a list of references who received similar services from Kimley-Horn within the past five years. We invite you to contact our clients directly for comment on the quality of Kimley-Horn's services.

City of Bakersfield

Active Transportation Plan, Bakersfield, CA

Kimley-Horn is working with the City of Bakersfield developing a comprehensive active transportation plan that will inform the City's Capital Improvement Program for the next 10 years. The plan will support development of a long-term vision for a citywide bicycle and pedestrian system, identify gaps in the current system, and prioritize improvements to enhance multimodal transportation opportunities and provide a more equitable transportation system. One activation that has taken place since implementing this plan was the Bakersfield Active Transportation Summit and Festival Spotlight where Kimley-Horn was able to draw in a diverse crowd to were able to provide information active transportation plan as well as engage with local community organizations and stakeholders.



Contact: Ed Murphy, Civil Engineer III, 661.326.3958, emurphy@bakersfieldcity.us



Dates of Services: 2023-Ongoing



Active Transportation Summit and Festival Flyer, Prepared for the City of Bakersfield

City of Palmdale

Sustainable Transportation Plan, Palmdale, CA

Kimley-Horn developed a Sustainable Transportation Plan for the City of Palmdale focused on improving roadway safety and reducing vehicle miles traveled to help the City achieve its sustainability goals. The project included a robust review of historical traffic safety, identification of trends and patterns in traffic crashes, and development of a toolbox of safety improvements that the City can draw from to eliminate higher risk roadway conditions as resources allow. The study also included a review of existing travel patterns and trip lengths to determine which portions of the City generate the most VMT, and what methods and tools the City can use to make its development more sustainable. The study also included an assessment of equity to help the plan provide equitable benefits to all Palmdale residents.



Contact: Jay Nelson, City Traffic Engineer, 661.267.5320, jnelson@cityofpalmdale.org



Dates of Services: 2022-2023

City of Indian Wells

Comprehensive Traffic Safety Action Plan, Indian Wells, CA

Kimley-Horn is preparing a Comprehensive Traffic Safety Action Plan (SAP) for the City of Indian Wells. The City received SS4A federal funding. As part of the scope of work, Kimley-Horn will conduct stakeholder engagement and safety workshops for the public. Safety vision and goal development to guide the focus areas and strategies will be determined as part of the efforts. A safety analysis utilizing a statistical network screening applying Highway Safety Manual methods will be conducted. Analysis of racial equity and environmental justice is included in the Safety Action Plan.



Contact: Dina Purvis, Assistant Public Works Director, 760.776.0237, dpurvis@indianwells.com



Dates of Services: 2023-Ongoing



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CONTACT:

Darryl dePencier, AICP, GISP, RSP_{2B}



Darryl.DePencier@kimley-horn.com



213.261.4039



73-700 Dinah Shore Drive, Unit 101
Palm Desert, CA 92211

CITY OF NEEDLES
Needles Active Transportation Plan

Category/Title Billing Rate		Kimley-Horn and Associates, Inc.							TOTAL HOURS	TOTAL COST
		Sr. Professional II	Sr. Professional I	Sr. Professional I	Professional	Analyst II	Analyst II	Project Support		
		\$360	\$325	\$260	\$235	\$205	\$180	\$150		
Task 0	Project Management, Meetings, Coordination		31			31			62	\$ 16,430
0.1	Project Kick Off		4			4			8	\$ 2,120
0.2	Project Update Meetings		18			18			36	\$ 9,540
0.3	Progress Reporting		9			9			18	\$ 4,770
Task 1	Existing Conditions Review / Needs Assessment	2	12			22	60		96	\$ 19,930
1.1	Literature / Existing Plans Review		2			4	16		22	\$ 4,350
1.2	Develop Current Bicycle and Pedestrian Infrastructure Inventory	2	4			12	40		58	\$ 11,680
1.3	Programs and Policy Review		6			6	4		16	\$ 3,900
Task 2	System Development	2	28			48	84		162	\$ 34,780
2.1	Identify Key Pedestrian and Bicycle Trip Generators		4			12	12		28	\$ 5,920
2.2	Identify Bicycle and Pedestrian Network	2	8			12	40		62	\$ 12,980
2.3	Cost Assessment		16			24	32		72	\$ 15,880
Task 3	Outreach and Engagement		56		144		216		416	\$ 90,920
3.1	Project Website		4		80		40		124	\$ 27,300
3.2	Public Workshop		24		40		80		144	\$ 31,600
3.3	Outreach Survey		4		24		60		88	\$ 17,740
3.4	School Pedestrian and Bicycle Audits		16				32		48	\$ 10,960
3.5	Goals and Objectives		8				4		12	\$ 3,320
Task 4	Establish On-Going Maintenance Program	8	4		12		24		48	\$ 11,320
4.1	Establish On-Going Maintenance Program	8	4		12		24		48	\$ 11,320
Task 5	Implementation and Prioritization	8	16	24	16	76	24		164	\$ 37,980
5.1	Identify Funding Sources		2		8	16			26	\$ 5,810
5.2	Outline Most Critical System Gaps		6		8	24	24		62	\$ 13,070
5.3	VMT/GHG Mitigation Assessment	8	8	24		36			76	\$ 19,100
Task 6	Develop Active Transportation Plan Report	6	20	12	16	36	66	24	180	\$ 38,400
6.1	Draft Active Transportation Plan	4	8	8	8	16	36	16	96	\$ 20,160
6.2	Final Active Transportation Plan	2	4	4	4	8	18	8	48	\$ 10,080
6.3	Plan Presentations		8		4	12	12		36	\$ 8,160
	TOTAL HOURS	26	167	36	188	213	474	24	1,128	
	Subtotal Labor:	\$9,360	\$54,275	\$9,360	\$44,180	\$43,665	\$85,320	\$3,600		\$ 249,760
	Other Direct Costs									\$ 17,235
	Labor Escalation									\$ 3,746
	Internal Reimbursable Expenses									\$ 11,489
	Mileage / Accommodation									\$ 2,000
	TOTAL COST:									\$ 266,995

EXHIBIT C

Insurance Requirements

Time for Compliance.

Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

Minimum Requirements.

Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- i. **General liability.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- ii. **Automobile liability.** Not required.
- iii. **Professional liability (errors & omissions).** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.
- iv. **Worker's Compensation.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Other Provisions or Requirements

- **Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance

shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

- **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
- **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City.
- **Proof of insurance.** Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- **City Approval.** All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- **Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights

hereunder.

- **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- **Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- **Additional insured status.** All policies required herein shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies.
- **Pass through clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- **City's right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.
- **Timely notice of claims.** Consultant shall give City prompt and timely notice of claims

made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

- **Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT D
Primary Agreement

GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM Planning and Capacity Building		GRANT NUMBER G22-PG-01	
GRANTEE NAME City of Needles			
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 95-6000750		TOTAL GRANT AMOUNT NOT TO EXCEED \$370,729.67	
START DATE: 08/15/2024		END DATE: 12/31/2026	

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the Statewide Planning and Capacity Building(PCB) Project Administrator, Data for Social Good Foundation (DSG or the “PCB Administrator”), and City of Needles (or the “Grantee”).

- Exhibit A – Grant Agreement Terms and Conditions
- Exhibit B – Work Statement
- Exhibit B, Attachment I – Budget Summary
- Exhibit B, Attachment II – Scope of Work
- Exhibit B, Attachment III – Timeline, Deliverables, and Budget Details
- Exhibit B, Attachment IV – Key Project Personnel
- Exhibit C – Grantee Application Package
- Exhibit D – Fiscal Year 2022-23 Planning Request for Applications Package
- Exhibit E – Payee Data Record

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from the PCB Administrator. The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

PCB Administrator Name		GRANTEE'S NAME (PRINT OR TYPE)					
SIGNATURE OF PCB ADMINISTRATOR AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)					
TITLE		DATE		TITLE		DATE	
ADDRESS		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)					
CERTIFICATION OF FUNDING							
AMOUNT ENCUMBERED BY THIS AGREEMENT \$370,729.67		PROGRAM 3510000L32		PROJECT 3900-CLEAN		ACTIVITY 3228PCB23	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0		FUND TITLE General Fund Greenhouse Gas Reduction Fund					FUND NO. 0001 3228
TOTAL AMOUNT ENCUMBERED TO DATE \$0		(OPTIONAL USE)				CHAPTER 249 38	STATUTE 2022 AB 179 2023 AB 102
APPR REF 101 101	ACCOUNT/ALT ACCOUNT 5432000 5432000	REPORTING STRUCTURE 39006100 39006100		SERVICE LOCATION 50041 50067		FISCAL YEAR (ENY) 2022 (\$0) 2023 (\$0)	

City of Needles Planning and Capacity Building Grant Agreement

Planning and Capacity Building Grant Agreement

Needles Active Transportation Plan
City of Needles

Data for Social Good Foundation

Sept 3, 2024

Grant Number: G22-PG-01



City of Needles Planning and Capacity Building Grant Agreement

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City of Needles Planning and Capacity Building Grant Agreement

EXHIBIT A: GRANT AGREEMENT TERMS AND CONDITIONS

**BY AND BETWEEN DATA FOR SOCIAL GOOD AND
City of Needles**

This Grant Agreement ("Grant", "Grant Agreement" or "Exhibit A") is entered into by and between the Statewide Planning and Capacity Building Project Administrator (hereinafter referred to as "PCB Administrator", "Data for Social Good", "DSG", or "CARB's designee") acting on behalf of the California Air Resources Board (hereinafter referred to as CARB, the "Grantor", the State, or the Board) and the City of Needles (hereinafter referred to as the "Grantee"). The Grantee is a California 501(c)(3) nonprofit corporation or local government with a principal place of business located at 817 Third Street, Needles, CA 92363. The PCB Administrator and Grantee are each a "Party" and together the "Parties" to this Grant Agreement. The Parties agree as follows:

The Grantee agrees to comply with the requirements and conditions set forth in this Grant Agreement, as well as all commitments identified in the Work Statement (as referenced interchangeably, "Statement of Work" or "Exhibit B"), Grantee Application Package ("Exhibit C"), and the Request for Applications Package ("Exhibit D").

A. PURPOSE

1. Subject to the availability of funds and the Grantee's continuing compliance with this Grant Agreement, the Grantor shall provide funding from Planning and Capacity Building ("Program") to the Grantee for the Needles Active Transportation Plan ("Project") as provided in Exhibit B, referenced below. As referenced in this Grant Agreement, "Representative" or "Representatives" means and includes, individually and collectively, the Grantee's contractors, subcontractors, consultants, affiliates, agents, representatives, assigns, employees, or officers.
2. The Grantee agrees to comply with all of the terms, provisions, and conditions contained in this Grant Agreement ("Exhibit A") as well as the following Exhibits incorporated into and made a part of this Grant Agreement. In the event of any inconsistency between the exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
 1. Grant Agreement Cover Sheet
 2. Exhibit A: Terms and Conditions
 3. Exhibit B: Statement of Work

City of Needles Planning and Capacity Building Grant Agreement

- i. Attachment I – Budget Summary
 - ii. Attachment II – Scope of Work
 - iii. Attachment III – Timeline, Deliverables, and Budget Details
 - iv. Attachment IV – Key Project Personnel
4. Exhibit C: Grantee Application Package
5. Exhibit D: Fiscal Year (FY) 2022-23 Planning and Capacity Building Request for Applications (RFA)
6. Exhibit E: Payee Data Record

B. GRANT AMOUNT

1. The total Grant fund amount ("Grant Funds") is set out in the Grant Cover Sheet to which this Exhibit A: Grant Agreement Terms and Conditions is attached. The amount of Grant Funds is also set out in Exhibit B: Attachment I – Budget Summary.
2. The administration of Grant Funds is set out in Section F. Fiscal Administration below.

C. PROJECT LIAISONS

The authorized Project Liaisons during the term of this Grant Agreement are as follows:

PCB Administrator:

Data for Social Good Foundation
CEO
1164 Laurel St.
Berkeley, CA 94708
Phone: 510.529.6153
Email: joseluis@dataforsocialgood.org

Grantee:

Kathy Raasch]
Director of Development Services/Capital Projects
City of Needles
817 Third St
Needles, CA 92363
Phone: 760-326-5700 x126
Email: kraasch@cityofneedles.com

City of Needles Planning and Capacity Building Grant Agreement

D. TERM; TERMINATION; AMENDMENTS

1. **Term.** The Term of this Grant Agreement ("Term") commences the date this Grant Agreement is fully executed by authorized representatives of both Parties (the "Effective Date") and terminates on December 31, 2026 (the "Termination Date") unless terminated or cancelled sooner per the terms of this Grant Agreement. The Grantee's performance of work or other expenses billable to the PCB Administrator under this Grant may not commence until after full execution of this Grant by authorized representatives of both Parties, provided all required proofs of insurance have been provided for each applicable task before it is performed.
2. **Project Deemed Complete.** Upon completion of the Project, the Grantee shall submit a draft Final Status Report to the PCB Administrator no later than three months before the Termination Date pursuant to Section I of this Grant Agreement. The Grantee's performance shall be deemed complete on the date the PCB Administrator approves the Final Status Report. A Final Status Report must be received by the PCB Administrator no later than one month before the Termination Date and a final request for payment must be received by the PCB Administrator no later than the Termination Date (See Section I of this Grant Agreement for additional details).
3. **Termination**
 - a. **Termination Without Cause by Grantor.** This Grant Agreement may be terminated at any time for any or no reason by the PCB Administrator or CARB upon providing 45 days advance written notice.
 - b. **Termination for Cause by Grantee.** Upon providing 180 days advance written notice to the PCB Administrator, this Grant Agreement may be terminated by the Grantee if the Grantor or the PCB Administrator has breached a material provision of the Grant Agreement.
 - c. **Termination for Cause by Grantor.** This Grant Agreement may be terminated by CARB or the PCB Administrator without advance notice at any time if CARB has determined, in its sole discretion, that the Grantee or any of the Grantee's Representatives have breached any of the terms or conditions of this Grant Agreement or if CARB has determined, in its sole discretion, that any of the Grantee's Representatives have violated or are in violation of any of their respective obligations or responsibilities under this Grant Agreement or any other agreement where CARB is an intended third party beneficiary or where Grant Funds are used.
 - i. **Non-performance (Breach) Provisions.** The Grantee agrees that the following is a non-exhaustive list of the circumstances that

City of Needles Planning and Capacity Building Grant Agreement

constitute Grantee non-performance (breach) under this Grant. These circumstances will be determined by CARB and the PCB Administrator and include, but are not limited to:

1. Failure to comply with any of the provisions of the Grant, including Exhibits.
 2. Failure to obligate or expend Grant Funds within established timelines, or failure to show timely interim progress to meet these timelines.
 3. Insufficient performance or widespread deficiencies with Grant Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.
 4. Misuse of Grant Funds.
 5. Funding of ineligible activities or other items.
 6. Exceeding the allowable Grant Fund allotment.
 7. Insufficient, incomplete, or faulty documentation.
 8. Failure to provide required documentation or reports requested from CARB, or other State agencies, in a timely manner.
 9. Poor performance as determined by a review or fiscal audit.
- ii. **Additional Remedies.** In addition to any other requirements and remedies set out elsewhere in this Grant Agreement, upon request by CARB or the PCB Administrator, the Grantee will also perform as follows:
1. Within fourteen days of any request, timely develop and implement a corrective action plan.
 2. Immediately cease all work and spending, and notify all contractors, subcontractors, consultants, and employees to immediately cease all work and spending.
- iii. Upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), the Grantee shall immediately turn over all remaining Grant Funds in its

City of Needles Planning and Capacity Building Grant Agreement

possession or control and all records, personally identifiable information ("PII"), intellectual property, documents, information and data relating to performance, accounting, administration, contracting, and management of the Grant Funds, the Project, and the Program, as well as any other materials requested by CARB or the PCB Administrator or as otherwise required by any of the provisions of this Grant.

- iv. CARB, at its sole discretion, may elect to have any or all of the funding, documentation, intellectual property, and other property transferred to another CARB-selected third-party PCB Administrator or designee.
 - v. Unless otherwise directed in writing by CARB or the PCB Administrator, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), the Grantee shall immediately cease all work and cease all expenditure of Grant Funds.
 - vi. Unless otherwise directed in writing by CARB or the PCB Administrator, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), the Grantee shall submit a final Grant Disbursement Request Form and a Final Status Report covering activities up to and including the Termination Date. The Final Status Report shall be subject to review and approval by the PCB Administrator before any final payments are disbursed. Upon receipt of the Grant Disbursement Request Form and Final Status Report, and once all intellectual property and requested data, information, and property have been transferred and assigned to the PCB Administrator, the PCB Administrator, at its sole discretion, may make a final payment to the Grantee. This payment shall be for all PCB Administrator-approved, actually incurred costs that in the opinion of the PCB Administrator are justified. However, the total amount paid shall not exceed the total authorized amount for the Grant Funds as defined in Exhibit B: Attachment I - Budget Summary and no payment shall exceed the total authorized amount for the Grant Funds.
4. **Contingency Provision.** In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to use or make the funds available in a manner consistent with applicable laws, policies and the applicable Funding Plan(s), which may include but is not limited to allocating the funds to other projects or awarding the Grant to the next highest scored applicant and if an agreement

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cannot be reached, to the next applicant(s) until an agreement is reached.

5. **CEQA.** CARB retains full discretion to consider all available information relating to California Environmental Quality Act (CEQA) compliance before determining whether to proceed with funding or authorization of any work under this Grant Agreement. No work may be initiated by the Grantee, nor will any funding be disbursed by CARB, for the specific component to which CEQA is applicable until CARB has affirmatively notified the Grantee in writing that this CEQA condition has been satisfied. If CARB decides not to proceed with this Grant Agreement, the Grant Agreement will be terminated immediately by CARB upon written notice to the Grantee.
6. **Amendments.** This Grant Agreement may only be amended by a written amendment to this Grant Agreement which has been fully executed by authorized representatives of both Parties.

E. GENERAL DUTIES AND REQUIREMENTS

This section generally sets out the respective duties and requirements of the PCB Administrator, CARB, and the Grantee in implementing the Project and Program under this Grant Agreement. More detailed duties and responsibilities are set out in other sections of this Grant Agreement and the Exhibits.

1. **Parties.**
 - a. "PCB Administrator" shall mean Data for Social Good
 - b. "Grantor" or "CARB" shall mean the California Air Resources Board
 - c. "Grantee" or "Needles" shall mean the City of Needles
2. **The PCB Administrator.** The PCB Administrator is responsible for the following:
 - a. Participating in regular coordination meetings with the Grantee and other key staff to discuss project refinements and guide project implementation.
 - b. Reviewing and approving all Grant Disbursement Request Forms and distributing Grant Funds to the Grantee.
 - c. Reviewing and approving reporting, engagement, outreach, and education materials provided by the Grantee, such as outreach and education materials, webpages, initial participant surveys, Status Reports, and the Final Report.
 - d. Reviewing and approving the Project Plan and all its components.
 - e. Providing program oversight and accountability (in conjunction with the

City of Needles Planning and Capacity Building Grant Agreement

Grantee).

- f. Reviewing, evaluating, and auditing the Grantee's administration, management, collaboration, partnership, and/or oversight of or with any "Representative" or "Representatives" of Grant Funds ((i.e., recipient, recipients, subgrantees, contractors, subcontractors, vendors, suppliers, consultants, Sub-applicants, project team members, and community partners), including but not limited to written agreements and disbursement requests.
3. **CARB.** CARB is responsible for the following:
 - a. Selecting the projects for funding.
 - b. Providing policy direction.
 - c. Reviewing and approving the final grant agreement template between the PCB Administrator and Grantee.
 - d. Participating in discussion forums with or without the PCB Administrator involving multiple Grantees.
4. **The Grantee.** The Grantee is responsible for the following:
 - a. Perform or cause to be performed, in a timely manner, all Project work as described in this Grant Agreement, as well as Exhibit B.
 - b. Comply with all applicable requirements of statutes and regulations under federal and California laws.
 - c. Comply with all terms, provisions, and conditions of this Grant Agreement, including all incorporated documents, and fulfill all assurances, declarations, representations, and statements made by the Grantee in the Grantee Application Package (Exhibit C) and as reflected in the RFA (Exhibit D).
 - d. Require the Grantee's Representatives to meet all the aforementioned requirements, as applicable.
 - e. The Grantee shall use best efforts and subject matter expertise in managing, overseeing, and implementing the Project. The Grantee's responsibilities include, but are not limited to, the following tasks:
 - i. Closely communicate with the PCB Administrator any significant changes to Project implementation that would impact timely completion of the Work Statement (Exhibit B).
 - ii. Applying best efforts and industry best practices and standards,

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manage, oversee, and administer quality control and timely delivery of Project deliverables, ensuring that Representatives fulfill their obligations and responsibilities.

- iii. Accomplish all of the other Grantee duties, responsibilities, and obligations set out in all other sections of this Grant Agreement.
- iv. When requested, assist CARB or the PCB Administrator with other aspects of program development and implementation that facilitate CARB's larger goal for emission reductions and equity considerations.

f. **Public Outreach and Workforce Development**

- i. As needed or upon PCB Administrator request, prepare outreach and educational materials, in consultation with the PCB Administrator, necessary to educate the local community and public about the benefits of the Project.
- ii. As needed or upon PCB Administrator request, assist the PCB Administrator in engaging with the local community and the public and assist collecting and incorporating lessons learned from public outreach events and communications with the public and the local community.
- iii. Ensure high job quality¹ when hiring in relation to or for the benefit of the Project using Grant funds.² CARB or the PCB Administrator reserves the right to determine whether job quality is sufficient for hiring funded through the Project. Factors commonly considered to evaluate job quality include, but are not limited to:
 - 1. Local living wages.
 - 2. Benefits provided (i.e., health insurance, paid leave, sick leave, childcare services).
 - 3. Geographic accessibility, connectivity, and commute distance.

¹ Offer local living wages, benefits, predictable scheduling, opportunities for advancement, geographic accessibility, good working conditions, and job retention. "Funding Guidelines for Agencies that Administer California Climate Investments." (p. 13) California Air Resources Board. August 2018.

² "Fiscal Year 2022-23 Application Guidance." Planning and Capacity Building, Clean Mobility in Schools, and the Sustainable Transportation Equity Project. July 24, 2023.

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4. Job strain, schedule predictability, and flexibility.
5. Worker engagement and involvement.
6. Robust metrics to measure job progress beyond self-reporting (e.g., enrollment, completion, placement, career opportunities, and documentation of labor market advancement).
7. Working conditions and health risks.
8. Job retention or duration of employment.

g. Data Collection and Processing

- i. The Grantee shall collect, process, and analyze data in accordance with the Grant Agreement terms and, upon request, provide said data to the PCB Administrator in a timely manner.
- ii. Keep all Project data in compliance with all privacy requirements as set forth in this Agreement and applicable laws.
- iii. Consult with and get PCB Administrator approval before the release of any data that has been collected during the course of the Project.
- iv. Promptly respond to the PCB Administrator's request for Project data.
- v. Promptly notify the PCB Administrator if there is any request for Project data.
- vi. Document findings from the Project.
- vii. Coordinate with other CARB data collectors and processors, as requested by CARB or the PCB Administrator.

F. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of Grant Funds payable to the Grantee by the PCB Administrator under this Grant Agreement is defined in Exhibit B: Attachment I - Budget Summary and the Cover Sheet to which this Exhibit A is attached.
- b. Under no circumstance will the PCB Administrator reimburse the Grantee for more than the allowable amount of Grant Funds. A written

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amendment pursuant to Section D.6 of this Grant Agreement is required whenever there is a change to the Grant Fund amount.

- c. The PCB Administrator retains the authority to terminate or reduce the amount of Grant Funds if, by nine months prior to the Termination Date, 75 percent of total project Grant Funds have not been expended and accounted for in accordance with the terms and conditions of this Grant Agreement. In the event of such termination, Section D of this Grant Agreement shall apply.
- d. The PCB Administrator retains the authority to terminate or reduce the amount of Grant Funds if, by six months after Grant Agreement execution, the Grantee does not have agreements executed with all Sub-grantees listed in Exhibit B: Attachment IV. In the event of such termination, Section D of this Grant Agreement shall apply.
- e. The PCB Administrator retains the authority to terminate or reduce the amount of Grant Funds if the Grantee or a Sub-grantee terminates an existing agreement, at the time of termination the scope of work has not concluded, and the Grantee does not execute an agreement with a replacement Sub-grantee within six months. In the event of such termination, Section D of this Grant Agreement shall apply.
- f. Where the total disbursed amount of the Grant Funds is less than the allowable amount, CARB, in its sole discretion, may re-allocate the remaining amount to other Project uses within the Project Schedule and Budget, which may only be accomplished through a written amendment to the Grant Agreement.
- g. Line-item shifts of up to 10 percent of the total Grant Fund amount may be made over the life of the Grant, subject to prior written approval from the PCB Administrator. Line-item shifts greater than 10 percent of the total Grant Fund amount require a written amendment to the Grant. Line-item shifts may be proposed by either the PCB Administrator or the Grantee and must not increase or decrease the total Grant Fund amount. All line-item shifts must be approved by the PCB Administrator in writing and included in the Grant folder. If the Grant is amended, said amendment must be in writing and all line-item shifts must be included in the amendment.
- h. No Grant Funds shall be used to purchase real property (buildings, land, etc.). No Grant Funds may be used to purchase equipment, vehicles, or computers that would be required to be returned to the State at the end of the Grant Term.
- i. Under no circumstance will the PCB Administrator reimburse a Grantee

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for vehicles or equipment that exceeds the purchase price.

- j. Grant Funds not liquidated by the end of the Grant Term must be returned within 15 days of the end of the Grant Term. Expenditure of Grant Funds shall not be reduced due to any loss incurred in an insured bank or investment account.

2. Project Funding

a. **The Grant Disbursement Form (Form MSCD/ISB-90)**

- i. Requests for payment shall be made with the Grant Disbursement Request Form (Form MSCD/ISB-90) or a comparable form provided by the PCB Administrator and conform to the instructions identified in Section F. Fiscal Administration. Disbursements requesting funds from multiple funding sources shall be submitted individually by funding source. Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has submitted to the PCB Administrator a Grant Disbursement Request Form, a Status Report, demonstration of completion of milestones stipulated in Exhibit B: Attachment III, demonstration that the requirements of Section F. Fiscal Administration have been satisfied, and any other associated deliverables (if applicable). Where consistent with applicable laws, the PCB Administrator, in coordination with and subject to approval by CARB, has the sole discretion to accelerate the allowable timeline for disbursement of Grant Funds identified in Exhibit B: Attachment III necessary to assure the goals of the Program are met.
- ii. The Grantee shall submit Grant Disbursement Requests to the PCB Administrator's Accounting Department at: info@dataforsocialgood.org. Prior to submitting to the Accounting Department, the Grantee will submit unsigned disbursement requests to the PCB Administrator Project Liaison to allow for a pre-review of the request. The Grantee must submit Grant Disbursement Requests electronically based on the PCB Administrator's electronic submission guidance in effect at the time of the request. The Grantee must make all requests for payment by submitting the Grant Disbursement Request Form and all required documentation.
- iii. Grant payments are, in each instance, subject to the PCB Administrator's advance review and approval, including review and approval of Status Reports and any accompanying deliverables. A payment will not be made if the PCB Administrator determines that a milestone has not been

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accomplished or documented; that a deliverable meeting specification has not been provided; that claimed expenses have not been documented, accomplished, are not valid per the budget, or are not reasonable; or that the Grantee has not met other terms or conditions of the Grant.

- iv. The PCB Administrator with withhold payment of up to one (1) percent of the Grant Funds until the completion of the Final Report, intellectual property has been relinquished to the PCB Administrator in accordance with Section I and L of these provisions, the PCB Administrator has received and approved the Grantee's mechanism for receiving annual reporting, and submitting of the Final Report to the PCB Administrator by the Grantee. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of Grant Funds.
- v. The PCB Administrator shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
- vi. In every instance where a request for reimbursement is submitted for approval, the Grantee payment requests will be subject to the advance review and approval of an authorized representative of the PCB Administrator. The following requirements also apply in each instance:
 1. Submit valid, true, and correct invoices justifying the payment requested. Invoices must reflect only actual costs incurred by the Grantee.
 2. Submit a Grant Disbursement Request Form (Form MSCD/ISB-90), or comparable form as provided by the PCB Administrator, including all documents required to be accompanied with said form.
 3. Submit all documentation demonstrating the cost of work completed in the following categories where such reimbursements are allowed: (1) direct labor costs (including total staff time and labor costs); (2) external consultant fees for completed work (where applicable); (3) printing, mailing, travel, and other outreach expenses; and (4) indirect costs.
 - a. Direct costs are actual costs incurred that are directly tied to the implementation of the project, including, but not limited to, personnel costs (i.e., hourly wage), subcontracts, equipment costs, and

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travel expenses. Profits, profit sharing, shareholder interest, and taxes (real and personal) are not reimbursable as direct or indirect costs.

- b. Indirect costs (also sometimes referred to as overhead, general, or administrative costs) means actual costs incurred for services or activities that are not directly tied to a specific project objective but support a common or joint purpose. Allowable indirect costs are a pro rata share of general management (overhead) costs for operations that support the work performed under the Grant Agreement, such as accounting, budgeting, payroll preparation, personnel services, utility costs, rent and centralized data processing not already identified or reimbursed as a direct cost. Profits, profit sharing, shareholder interest, and taxes (real and personal) are not reimbursable as direct or indirect costs. Indirect costs shall not exceed one percent of the total CARB Grant Funds awarded.

- 4. Provide any and all additional invoices and documentation requested by the PCB Administrator.

b. **Eligible and ineligible costs are set out in Exhibit D: Request for Applications Package.**

- c. **Maintain Documentation of Grant Funds.** The Grantee must maintain all supporting documentation and accounting of Grant Funds requested, expended, transferred, held, or used, including all of the following:

- i. Personnel records, including but not limited to timesheets and other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours, or percent of time staff devoted to Project implementation and administration.
- ii. Consultant fees, including but not limited to consultant contracts and invoices. All consultant fees must be pre-approved by the PCB Administrator or CARB. Fees expressly identified in the budget as a part of the Grantee Application Package are considered pre-approved by CARB.
- iii. Printing, mailing, and travel expenses, including but not limited to receipts and/or invoices.

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- iv. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. The State's travel and per diem reimbursement amounts may be found online at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
- v. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by the PCB Administrator, CARB or its designee. These records must be retained for a minimum of five years after submittal of the final project invoice to the PCB Administrator
- vi. The above documentation must be provided to the PCB Administrator upon request, in quarterly Status Reports and in the Final Status Report.

3. Suspension of Payments

- a. The PCB Administrator or CARB may issue a suspension order (stop work order) at any time for any reason. The suspension order shall remain in effect until the dispute has been resolved or the Grant has been terminated. The Grantee will not be reimbursed for any expenditure incurred during the suspension. Upon issuance of the suspension order, the Grantee shall stop all work, unless otherwise specified in the suspension order. Failure to comply with the terms of the suspension order is a material breach of this agreement and may subject the Grantee to liquidated damages. The Grantee shall resume work only upon receipt of written instructions from PCB Administrator.
- b. If the PCB Administrator or CARB rescinds the suspension order and does not terminate the Grant, the PCB Administrator may in coordination with CARB, elect to reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the Grant.

4. Resource Contributions

- a. Resource contributions include both cash match and in-kind services.
- b. **Cash Match**
 - i. Cash match funding from the Grantee, if applicable, can only be used in two ways:

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1. To reduce the cost of implementation and,
 2. At CARB's discretion, to support the CARB-approved Project and other activities deemed essential by the PCB Administrator in coordination with CARB for the Project.
- ii. The above documentation must be provided to the PCB Administrator in the Status Reports.
- c. **In-Kind Services.** The Grantee is encouraged to contribute in-kind services to improve the Project's effectiveness. "In-kind services," for purposes of the Project, means payments or contributions made in the form of goods and services, rather than direct monetary contributions. Funds expended on in-kind services must meet all the requirements described in this Grant and must be documented in the Status Reports to the PCB Administrator.

5. Financial Records and Accounts

- a. Fiscal management systems and accounting standards. The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of Grant Funds to a level of expenditure adequate to establish that such funds have not been used in violation of local, state, or federal law or this Grant Agreement. Unless otherwise prohibited by federal, state, or local law, the Grantee further agrees that it will maintain separate Grant Fund accounts as required to manage and administer the Project, including the use of generally accepted accounting principles.
- b. For any Grant Funds paid in advance, the Grantee shall not commingle the Grant Funds account with any other accounts, revenues, grants, donations, or funds. The Grantee shall maintain all advance pay Grant Funds in separate bank accounts designated specifically for the purposes of carrying out the obligations of this Grant. The bank accounts must be held in the name of the Grantee (the official agency name and not a dba), and no other person or entity. The advance pay Grant Funds are not the assets of the Grantee and shall not be used, obligated, or relied upon for any purposes other than those purposes and uses set out in this Grant Agreement. Grant Funds shall not be used as collateral for or an obligation to any debt, loan, or other borrower commitments of the Grantee or any of its Representatives. All Grant Fund accounts shall adequately and accurately depict all amounts received and expended.

6. Earned Interest

- a. "Earned interest" means any interest generated from any and all Grant

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Funds provided to the Grantee and held in an interest-bearing account.

- b. Interest earned by the Grantee must be reported to the PCB Administrator. All interest income must be reinvested in the Project or Program in a manner approved by the PCB Administrator. The Grantee is responsible for reporting to the PCB Administrator everything that is funded with interest earned on Grant Funds.
- c. The Grantee must maintain accounting records (e.g., general ledger) that tracks interest earned and expended on Grant Funds, as follows:
 - i. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the Project or Program.
 - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Grant Funds.
 - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
 - iv. Earned interest must be fully expended by the Termination Date unless the term of this Grant Agreement is extended up to the Reversion Date by grant amendment.
- d. Documentation of interest earned on the Grant Funds must be retained for a minimum of five years after it is generated. Documentation of interest expended on PCB Administrator-approved projects must be retained for a minimum of five years after the interest funded has been expended.
- e. The above documentation must be provided to the PCB Administrator in Status Reports and the Final Status Report. The PCB Administrator may, at its sole discretion, request copies of or review any of the above documentation in advance of or after receipt of any Status Reports or the Final Status Report, and the Grantee shall fully cooperate and comply with all such requests.

7. Additional Remedies for Non-Compliance

- a. Without limiting any of its other remedies, the PCB Administrator or CARB may, for the Grantee's noncompliance with any term or condition of this Grant Agreement, withhold future payments, demand and be entitled to repayment of past reimbursements or payments, or suspend

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or terminate this Grant Agreement. All Project Schedule and other tasks are non-severable, and completion of all of them is material to this Grant Agreement. Thus, the PCB Administrator or CARB, without limiting its other remedies, is entitled to repayment of all funds paid to the Grantee if the Grantee does not timely complete all Project Schedule and other tasks to the reasonable satisfaction of the PCB Administrator or CARB.

- b. The Grantee understands, acknowledges, and agrees that failure to comply in whole or in part with Exhibit B (Statement of Work); with this Grant Agreement; or with applicable federal, state, and local air quality rules, regulations, and laws, is, in each instance, a material breach of the Grant Agreement and such breach will result in undue hardship and damages to the State of California some or all of which is impossible to easily calculate. The Grantee understands, acknowledges, and agrees that the Grantee's said compliance is a precondition to the award and distribution of Grant Funds and a continuing obligation of the Grantee during the Term of the Grant Agreement and for the consecutive five years following expiration, cancellation, or termination of the Grant Agreement, whichever occurs later.

G. DOCUMENTATION OF EXPENDITURE OF STATE FUNDS

Per the terms and conditions of this Grant as set out herein above and below, the Grantee must provide the PCB Administrator with documentation accounting for the proper expenditure and use of Grant Funds. The documentation must be provided upon the PCB Administrator request, and in Status Reports submitted every six months to the PCB Administrator and in a Final Status Report submitted at the completion of the Project prior to the Grantee receiving the last disbursement of funding.

H. PROJECT MONITORING

1. Meetings

- a. Initial meeting: A meeting will be held between key project personnel, the PCB Administrator, and CARB staff before work on the Project begins. The purpose of the first meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved.
- b. Review meetings: Meetings to discuss progress must be held monthly, beginning one month after the initial meeting, unless otherwise determined by the PCB Administrator. Additional meetings may be scheduled by the PCB Administrator. Such meetings may be conducted in any manner deemed appropriate by the PCB Administrator.
- c. Site visits: Site visits shall be established by the PCB Administrator

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during the Term of this Grant.

2. Monitoring

- a. Any changes in the scope or schedule for the Project shall require the prior written approval of the PCB Administrator and may require a formal Grant amendment.
- b. The Grantee shall notify the PCB Administrator in writing immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the Project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B: Attachment IV).
- c. In addition to Status Reports (see Section I of this Grant Agreement), the Grantee shall provide information requested by the PCB Administrator that is needed to assess progress in completing tasks and meeting the objectives of the Project.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the Project Schedule must be requested in writing to the PCB Administrator and approved by the PCB Administrator, in its sole discretion, and may require a formal Grant amendment.

I. REPORTING

1. Status Reports

- a. The Status Report provides a mechanism for the Grantee to validate the use of funding needed to implement the Program. The Grantee shall submit Status Reports to the PCB Administrator 15 days after the end of every sixth month. The first Status Report must be submitted within 15 days of the end of Month 6 or when first requesting disbursement of funds, whichever is sooner. Status Reports may be submitted more or less frequently at the discretion of the PCB Administrator to align with disbursement requests.
- b. The Status Reports shall be provided in a format agreed upon between the PCB Administrator and the Grantee and meet the requirements specified herein. CARB may specify an electronic format for Status Reports.
- c. The Grantee acknowledges, understands, and agrees that any information contained in any Status Reports or other submissions provided by the Grantee or any of its Representatives may be used by the PCB Administrator, CARB, or any of its third-party representatives to verify compliance with the provisions of this Grant Agreement. Furthermore, the Grantee acknowledges, understands, and agrees that

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Status Reports submitted to the PCB Administrator must include the following certification signed by a person with authority to make such a certification on behalf of the Grantee:

I certify, under penalty of perjury under the laws of the State of California, that I have examined and am familiar with the information in the enclosed Status Report, including all attachments thereto. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements, representations, conclusions, and information are true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false statements, claims or information to the State of California, including the possibility of criminal sanctions.

- d. The Grantee must provide Status Reports to the PCB Administrator detailing Project activity, status of funds used, and current issues with administration or implementation. Status Reports shall contain, at a minimum:
 - i. Project Status Report number, title of Project, name of Grantee, date of submission, and Grant ID.
 - ii. Summary of work completed since the last Status Report, noting progress toward completion of tasks identified in Attachment II of Exhibit B (Statement of Work).
 - iii. Statement of Work expected to be completed by the next Status Report.
 - iv. Notification of problems encountered and an assessment of their effects on the Project's outcomes and, if necessary, an updated Project timeline.
 - v. Status of any engagement, outreach, or education activities planned or conducted since the last Status Report, including status of related materials.
 - vi. Status of any Grant Funds disbursed to or held by the Grantee, including earned interest, and status of any resource contribution that has been used.
 - vii. Other data and analysis as requested by the PCB Administrator.
- e. Every Grant Disbursement Request Form (Form MSCD/ISB-90 or comparable form) shall be accompanied by a Status Report that documents work toward completion of a milestone specified in Exhibit B: Attachment III.

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- f. If the Project is behind schedule, the Status Reports must contain an explanation of reasons for delay and how the Grantee plans to resume timely completion of milestones and deliverables in Exhibit B: Attachment III.

2. Annual Data Report and Other Data as Requested

- a. The Grantee will track and report metrics such as, but not limited to, the data types outlined in the RFA on an annual basis. Data should be separated by reporting period but should be collected and compiled in a way that facilitates reporting in the Final Status Report.
- b. The Grantee must provide data in support of other CARB needs such as requests from legislators or the governor's office, data reporting required by California Climate Investments, and other needs such as regulatory development.

3. Final Status Report

- a. The Grantee must submit a draft Final Status Report to the PCB Administrator within 30 days of Project completion or no later than three months before the Termination Date, whichever occurs sooner.
- b. The draft Final Status Report must include, at a minimum:
 - i. Total Grant Fund expenditures documentation (including but not limited to resource contributions).
 - ii. Overview of the Project as a whole from inception through the end of the Term, including background, partnerships, and funding sources.
 - iii. Summary of all funded tasks, Project milestones, and deliverables.
 - iv. Data collected from vehicles, facilities, and participants, compiled from all Quarterly Status Reports and Annual Data Reports.
 - v. Assessments of behavior change, vehicle miles traveled, access to key destinations, affordability, change in knowledge and acceptance of clean transportation options, and participant evaluations, including the results of any surveys conducted.
 - vi. Description of community engagement, outreach, and education efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts.

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- vii. Implementation challenges, best practices, and lessons learned, including suggestions for future consideration for wider-scale implementation of the Program in other communities and other Program improvements.
 - viii. Earned interest.
 - ix. Other data and analysis as mutually agreed upon between the Grantee and CARB.
- c. The Final Status Report must be ADA-compliant in accordance with the Web Content Accessibility Guidelines 2.0, or a subsequent version, as provided under Section P.2 of this Grant Agreement.
- d. The draft Final Status Report must be submitted to the PCB Administrator in an appropriate format agreed upon between the PCB Administrator and the Grantee.
- e. The Final Status Report must meet the requirements specified in this Grant.
- f. Upon approval of the draft Final Status Report by the PCB Administrator, the Grantee shall submit to the PCB Administrator an original executed (signed) Final Status Report (inclusive of all supporting documentation), plus an electronic version of same. The Grantee must provide the Final Status Report to the PCB Administrator within 90 days of the PCB Administrator receiving the draft Final Status Report or one month before the Termination Date, whichever comes first.
- g. The Final Status Report must also contain the same signed statement set out in Section I.1.c) above.

J. OVERSIGHT AND ACCOUNTABILITY

1. The Grantee shall comply with all oversight responsibilities identified in this Grant Agreement.
2. CARB or its designee may recoup Grant Funds due to misinformation, misrepresentation, or fraud. CARB also reserves the right to prohibit any entity from participating in existing or future CARB programs, projects, or grants due to non-compliance with Grant Agreement or Program requirements or due to misinformation, misrepresentation, or fraud.
3. The Grantee shall, for each occurrence, document and immediately report to the CARB and the PCB Administrator any and all suspected or known substandard work; suspected or actual breach of any Representative agreement, fraud, misrepresentations, or abuse of funds; suspected or known

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violations of any Grant terms or conditions; and all misrepresentations and fraud carried out by the Grantee, any of the Grantee Representatives, or any third parties. The Grantee shall fully cooperate and work with CARB or the PCB Administrator to investigate, resolve, and take appropriate action to enforce the terms and conditions of this Grant Agreement, including appropriately prosecuting or litigating any civil or criminal claims as determined necessary by CARB or its representative.

K. PROJECT RECORDS

1. The Grantee shall establish and maintain records of the Project. As further described below, by way of example but not limitation, Project records may include Grantee and Grantee Representative financial records, meeting records, insurance records, sub-agreements, timesheets, and deliverables outlined in Exhibit B. The Grantee shall:
 - a. Utilize best practices to store all records in a safe and secure storage facility that maintains confidentiality and provides fire and natural disaster protection. Files shall be retained during the Term of the Grant Agreement plus five years. Upon completion of the required record retention period, the Grantee must submit all Project records to the PCB Administrator. Hardcopy or electronic records are suitable. Acceptable forms of electronic media must be approved based on prior written concurrence from the PCB Administrator.
 - b. Remediate documents and webpages, as needed, to be ADA-compliant in accordance with the Web Content Accessibility Guidelines 2.0, or a subsequent version, as provided under Section P.2 of this Grant Agreement.
 - c. Develop a systematic process and schedule to back-up Project database(s) each day, at a minimum.
 - d. Develop and enforce security measures to safeguard Project database(s).
 - e. Provide data updates to the PCB Administrator upon request, which could include all Project records.
 - f. Provide periodic data summaries to the PCB Administrator, at the PCB Administrator's request, outside of the normal data reporting process.
 - g. Provide Status Reports and Annual Data Reports to the PCB Administrator per the requirements in Section I. Reporting. Where requested by the PCB Administrator, the Grantee will clarify, supplement, modify, or update its Status Reports.

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- h. Where necessary as solely determined by CARB or the PCB Administrator, the Grantee shall support CARB or the PCB Administrator's enforcement efforts, including the recapturing of funds and by providing CARB or the PCB Administrator with any information, documents, data, or other materials needed to investigate or carry out such efforts.
 - i. Support CARB in efforts to track key information about the distribution of Grant funds to support the development, deployment, and commercialization of advanced technology vehicles, equipment, and infrastructure.
- 2. Financial Records. Without limitation of the requirement to maintain program accounts in accordance with generally accepted accounting principles, the Grantee must:
 - a. Establish an official file for the project, which shall adequately document all significant actions relative to the project.
 - b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the project.
 - c. Establish separate accounts which will adequately and accurately depict all income received which is attributable to the project including cash and in-kind donations, if any.
 - d. Establish an accounting system which will adequately depict final total costs of the project, including Grant management costs.
- 3. Project Participant Records. The Grantee is required to establish and maintain participant records, which must include, at minimum:
 - a. Project participant proposals (denied, approved, and removed).
 - b. Initial participant surveys and survey updates.
 - c. Unique identifier that links each project to its corresponding project and associated cost.
- 4. The Grantee shall retain a combined file for the Project containing:
 - a. A copy of the fully executed Grant Agreement and exhibits, as well as any amendments to the Grant Agreement, if applicable.
 - b. A copy of the Project Implementation Plan and all its parts.
 - c. Copies of the Grantee's Grant Disbursement Request Forms and associated back-up documentation.

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- d. Documentation of all expenditures, including timesheets and earned interest generation and expenditure (see Section F.7 for more information).
 - e. Written, digital and electronic (including email) communications between the PCB Administrator and the Grantee, communications between CARB and the Grantee, communications between the Grantee Representatives and the Grantee, (where included or part of the communication) all communications between the PCB Administrator and the Grantee Representatives, and (where included or part of the communication) all communications between the CARB and the Grantee Representatives.
 - f. Copies of all deliverables from the Grantee, except as otherwise determined by the PCB Administrator, including but not limited to Status Reports, Annual Data Reports, and the Final Status Report.
 - g. Copies of any decision that CARB or the PCB Administrator has made in support of the Project such as minor changes in Project scope, changes in timeline, or line-item shifts.
 - h. Data that has been collected during the implementation of the Project.
 - i. Any documents, files, or webpages that have been created to support the Project or Program.
 - j. Presentations, pamphlets, posters, videos, or other electronic media used to support the Project or Program.
 - k. Records, contracts, subcontracts, statements of work, work products, and invoices from or with the Grantee Representatives.
 - l. All other information that adequately documents all significant actions related to the Project.
5. All Project records must be retained for a period of five years after termination or expiration of the Grant, whichever occurs first. Upon completion of the fifth year of record retention, the Grantee shall submit all remaining Project records to the PCB Administrator that have not previously been requested or turned over to the PCB Administrator. Hardcopy or electronic transfer of electronic records are suitable. Acceptable forms of electronic media include hard drives and flash drives shall be provided. Other forms of electronic media may be allowed based on prior written concurrence from the PCB Administrator.
6. All Project records are subject to audit pursuant to the audit provisions of this Grant Agreement.

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L. INTELLECTUAL PROPERTY

1. Any webpage(s), software, databases, project data, or other intellectual property developed, licensed, or purchased by the Grantee with any Grant Funds shall be transferred and permanently assigned to CARB or, the PCB Administrator, or at CARB's sole discretion, to a new third party administrator/grantee selected by CARB if the Grant Agreement is terminated, cancelled, or expires, or if the Grantee is replaced by a different grantee to manage the Project. It will be the Grantee's responsibility to immediately turn over this property and information to CARB or the PCB Administrator no later than 10 business days prior to the termination, cancellation, or expiration of this Grant Agreement (whichever is sooner) and provide all reasonable and necessary assistance needed to ensure a smooth transition in accordance with the Project Transition Plan.

M. GRANT ACKNOWLEDGEMENT

Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and CARB as a funding source for the project, as outlined in the California Climate Investments Messaging and Communications Guide.³ Below are specific requirements for acknowledgement.

The Grantee agrees to include the California Climate Investments funding boilerplate language and California Climate Investments and CARB logos on all outreach and public facing materials whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. Guidelines for the usage of the California Climate Investments logo can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

The acknowledgement must read as follows: '[PROGRAM/PROJECT NAME] is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities.' And when applicable, the Spanish translation acknowledgement must read as follows: '[NOMBRE DEL PROGRAMA/PROYECTO] forma parte de las Inversiones del Clima de California, una iniciativa estatal que destina miles de millones de dólares de Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente – especialmente en comunidades en desventaja.'

The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas

³ California Climate Investments Communications Guide
<http://www.caclimateinvestments.ca.gov/logo-graphics-request>

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Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.



The Grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison. The CARB logo is a visual representation of our air environment. The arcs represent: the different elements that make up the air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.



N. CONFIDENTIALITY AND DATA SECURITY

1. Except as required by applicable law, or as otherwise expressly authorized by this Grant Agreement, the Grantee shall not disclose to any third party any record, data, or information which CARB or the PCB Administrator has designated as confidential. It is expressly understood and agreed that information the Grantee collects, generates, or acquires in performing its obligations under this Grant may be deemed confidential by CARB or the PCB Administrator. Therefore:
 - a. Rights to Data: The Grantee acknowledges, accepts and agrees that as between the Grantee and Grantor, all rights, including all intellectual property rights, in and to PII, data, information, documentation, and materials shall remain the exclusive property of the Grantor, and the Grantee has a limited, non-exclusive license to access and use said information solely for performing its obligations under the Grant Agreement. Nothing herein shall be construed to confer any license or right to said PII, data, documentations, materials, or information, including user tracking and exception data, by implication, estoppel, or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of said information by the Grantee or

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Grantee's Representatives is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data stored or transmitted by the Grantee or any of the Grantee Representatives for unrelated or commercial purposes, advertising or advertising-related purposes, or any other purpose other than security or service delivery analysis that is not explicitly authorized by the Grantor.

- b. The Grantee certifies that it has appropriate systems and controls in place to ensure that the Project and Grant Funds will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright or other intellectual property laws.
- c. Information or data, including but not limited to PII and all records and supporting documentation that personally identifies or describes an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant state or federal statutes and regulations. During the Term, in the performance of any of the terms or conditions of this Grant, the Grantee shall safeguard all such information, records, applications, PII, and data which comes into its possession or control in perpetuity, and shall not release or publish any such information, records, data, or application records without first obtaining in each instance the advance written approval of an authorized representative of CARB.
- d. The Grantee must ensure that the Grantee Representatives are informed of the confidential nature of any shared information or data and ensure by written agreement that such individuals and entities are prohibited from copying, revealing, or utilizing such information or data (or any parts thereof) for any purpose other than in compliance with applicable laws and in fulfillment of this Grant and are precluded from taking any action otherwise prohibited under any provision of this Grant or applicable laws.
- e. The Grantee and the Grantee Representatives must adhere to all CARB confidentiality, disclosure, and privacy policies.
- f. If the Grantee suspects loss or theft of PII or other confidential information, the Grantee must report any lost or stolen PII, including all information, data, or equipment developed or collected pursuant to this Grant, to the PCB Administrator immediately and report to state or federal officials where required by applicable laws.
- g. The Grantee must sign all non-disclosure and confidentiality agreements provided by the PCB Administrator and shall require the Grantee Representatives that are supporting the Grant Agreement or

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are paid with any Grant Funds, in whole or in part, to do the same when requested by the PCB Administrator.

- h. The Grantee agrees to immediately notify the PCB Administrator, and, where required by applicable law, state or federal officials, of any security incident involving suspected or actual release or breach of any information system, servers, data, or any other information developed or collected pursuant to this Grant. The Grantee agrees that CARB and the PCB Administrator have the right to participate in the investigation of a security incident involving such suspected or actual release or breach or conduct its own independent investigation and that the Grantee shall cooperate fully in such investigations.
- i. The Grantee agrees that it shall be responsible for all costs incurred by it and by CARB and the PCB Administrator due to a security incident resulting from any act or omission of the Grantee or any of its Representatives, including any acts or omissions resulting in an unauthorized disclosure, release, access, review, or destruction of data or information; or loss, theft, or misuse of information or data developed or gathered pursuant to this Grant. If applicable law requires, or if CARB or the PCB Administrator determines, that notice to the individuals whose data has been lost or breached is needed, then the Grantee shall provide all such notification and will bear any and all costs associated with the notice or any mitigation selected by CARB or the PCB Administrator. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.
- j. If the Grantee believes disclosure of a confidential record or information may be required under the California Public Records Act, the Grantee shall first give the PCB Administrator at least ten calendar days advance written notice prior to any planned disclosure so that CARB can seek, solely at CARB's discretion, an order preventing disclosure from a court of competent jurisdiction. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to any and all public records requests. The Grantee agrees that it will not challenge or authorize or endorse any challenge to any action or request by CARB to obtain a protective order or court order to prevent the release of any information.
- k. The Grantee assumes all responsibility and liability for the security and confidentiality of PII, sensitive and confidential information, and data under its jurisdiction or control.
- l. The Grantee certifies, represents, and warrants that:

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- i. Its data and information security standards, tools, technologies, and procedures are sufficient to protect confidential, sensitive and PII data and information.
- ii. The Grantee is in compliance and shall remain in compliance at all times during the Grant Term with the following requirements and obligations:
 1. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 2. California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A pertaining to encryption of confidential, sensitive, and/or PII information or data;
 3. Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and the Grantee's plan to correct any negative findings shall be made available to CARB upon request;
 4. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and the Grantee's plan to correct any negative findings and implementation progress reports shall be made available to CARB upon request;
 5. Privacy provisions of the Federal Privacy Act of 1974; and
 6. Compliance with industry standards and guidelines applicable to the work performed under the Grant. Relevant security provisions may include but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.

O. INSURANCE REQUIREMENTS

The Grantee must comply with all requirements outlined in the (1) General Provisions section and (2) Insurance Requirements section below. No payments of Grant Funds

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will be made under the Grant until and unless the Grantee fully complies with all insurance requirements.

1. General Insurance Provisions

- a. **Coverage Term:** Coverage needs to be in force for the complete Term of the Grant. If insurance is set to expire during the Term of the Grant, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original Grant terms.
- b. **Policy Cancellation or Termination and Notice of Non-Renewal:** The Grantee is responsible to notify the State within five business days of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the Grant upon the occurrence of such event, subject to the provisions of the Grant.
- c. **Premiums, Assessments, and Deductibles:** The Grantee is responsible for any premiums, policy assessments, deductibles, or self-insured retentions contained within their insurance program.
- d. **Primary Clause:** Any required insurance contained in the Grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. **Insurance Carrier Required Rating:** All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. **Endorsements:** Any required endorsements requested by the State or required in this Grant Agreement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. **Inadequate Insurance:** Inadequate or lack of insurance does not negate the Grantee's obligations under the Grant.
- h. **Use of Contractors, Consultants, or Subcontractors:** In the case of the Grantee's utilization of contractors, consultants, or subcontractors to complete any part of the Grant scope of work, the Grantee shall include all contractors, consultants, and subcontractors as insureds under the

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Grantee's insurance or supply evidence of the contractor's, consultant's, or subcontractor's insurance to the State equal to the policies, coverages, and limits required of the Grantee.

2. **Grant Insurance Requirements.** The Grantee shall display evidence of the following on a certificate of insurance, which includes all the required endorsements, including additional insured endorsements and waiver of subrogation/right to recover endorsements. Failure to provide the certificates upon request will result in the termination of the Grant. The following coverages must be evidenced on the certificates of insurance:
 - a. **Commercial General Liability:** The Grantee shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. Recipients shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A "per project aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name "Data for Social Good, the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.
 - b. **Automobile Liability:** If the Grantee will be using vehicles to complete the Project or driving a vehicle onto State property, automobile liability insurance is required. Compliance of automobile liability is required upon procurement of the vehicles. The Grantee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. At the request of CARB or the PCB Administrator, the Grantee must show proof of automobile liability. Failure to provide proof upon request will result in the termination of the Grant. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name

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“Data for Social Good, the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds” by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

- i. In the event that the Fleet Owner maintains business automobile liability insurance, the insurance policy must name “Data for Social Good, the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds” by endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable.
- ii. By signing the Grant Agreement, the Grantee certifies that the Grantee and any employees, subcontractors, or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
- c. **Workers Compensation and Employers Liability:** The Grantee shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Grant. In addition, employer’s liability limits of \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.
- d. **Crime Insurance:** Crime insurance requirements are negotiable at CARB’s sole discretion. At a minimum, the maximum amount of funding that the Grantee will have on hand at any time should be covered. Coverage shall include but not be limited to employee dishonesty, theft, forgery or alteration, and inside/outside money and securities coverages including first- and third-party theft for State-owned or leased property in the care, custody, and/or control of the Grantee. The policy shall include as loss payee, Data for Social Good, the State of California, California Air Resources Board. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name “Data for Social Good, the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds” by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of

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Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

- e. Non-Profit Organization with Volunteers Only (applicable to non-profit organizations only): A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. The PCB Administrator in consultation with CARB reserves the right to review and adjust insurance requirements as necessary during the Grant Term.
- f. Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim: Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in the Grant Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines, and penalties, as well as credit monitoring expenses. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the state of California in the care, custody, or control of the Grantee. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name "Data for Social Good, the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.
- g. Professional Liability (Errors and Omissions): Insurance appropriate to the Grantee's profession, with limit no less than \$2,000,000 per occurrence or claim and \$5,000,000 aggregate. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name "Data for Social Good, the State of California, the

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California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

- h. Self-insurance: If the Grantee has elected to be self-insured it must receive approval of its self-insurance program from the DGS Office of Risk and Insurance Management (ORIM). To obtain ORIM approval, the Grantee must submit the following documents to ORIM.
 - i. Workers' Compensation: The Grantee will provide a copy of its Certificate of Consent to Self-Insure from the Department of Industrial Relations.
 - ii. All Other: The Grantee's Risk Manager, or comparable position holder, shall provide a written description of the plan including what is covered, what is not covered, identify the financial limits of the plan, and identify the source of funds for financing the plan.

Provide the firm's most recent audited annual financial statement including all accounting letters. The report must show the firm's owner's equity of at least \$5,000,000 and annual profit of at least \$500,000.

Provide a signed written statement from the firm's CPA confirming the annual net profit for each of the prior 4 years has been at least \$500,000.

P. GENERAL PROVISIONS

1. **Alternative Enforcement.** The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents, or precludes the State of California from taking any enforcement action, exercising any police power, or prosecuting any violation of law.
2. **Americans with Disabilities Act (ADA) Language.** The Grantee must ensure that all products and services submitted to, uploaded, or otherwise provided to or funded by CARB or made available to the public by the Grantee and/or its Representatives, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility

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Requirements"). For any Work provided to CARB or the public in PDF format, the Grantee, along with its Representatives, shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). The PCB Administrator may request from the Grantee documentation of compliance with the requirements described above and may perform testing to verify compliance. The Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of materials provided under this Grant Agreement.

The Grantee must bring into compliance any Work by the Grantee or its Representatives not meeting the Accessibility Requirements. If the Grantee fails to bring the Work into compliance with the Accessibility Requirements within five business days of issuance of written notice from the PCB Administrator, or within the time frame specified by the PCB Administrator in its written notice, then the Grantee will be responsible for all costs incurred by CARB or the PCB Administrator in bringing the Work into compliance with the Accessibility Requirements. The Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant Agreement for a period of one year following delivery of the final deliverable under this Grant Agreement.

Deviations from the Accessibility Requirements are permitted only by advance written consent by CARB in each instance.

3. **Assignment.** This Grant is not assignable, either in whole or in part, by the Grantee without the advance written consent of CARB or the PCB Administrator in the form of a formal written amendment signed by authorized representatives of both Parties.
4. **Assurances.** CARB or the PCB Administrator reserves the right, but not the obligation, to seek further written assurances from the Grantee and any of its Representatives that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.
5. **Audit.** The Grantee agrees that CARB, the PCB Administrator, the California Department of General Services, California Department of Finance, the California State Auditor, the California Bureau of State Audits, and any of their respective designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Grant Agreement and all Grant Funds received or expended. The Grantee agrees to maintain such records for a possible audit for a minimum of five years from the date of termination, cancellation, or expiration of this Grant Agreement or for 5 years after a funded incentive activity has concluded, whichever is later. The Parties may stipulate to a longer records retention period. The Grantee agrees to allow such CARB and other state designated

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representatives (including auditors) access to such records during normal business hours and to allow interviews of any and all Representatives who might reasonably have information related to such records. Furthermore, the Grantee agrees to include in all agreements with Representatives language identical to or similar to this paragraph to ensure CARB has the ability and right to audit records and conduct interviews of any and all Representatives in relation to performance or use of the Grant Funds under this Grant Agreement.

6. **Authority.** Each person executing this Grant Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Grant Agreement on the Party's behalf.
7. **Availability of Funds.** The Grantee acknowledges, agrees, and understands that the Grantor's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability and no obligation to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement or for any other reason.
8. **CARB as Third-Party Beneficiary.** The Grantee and all Representatives acknowledge, agree, accept, and understand that CARB is a third-party beneficiary to all written agreements entered into by or between the Grantee or Representatives and all third parties where Grant Funds are used for payments under such written agreements.
9. **Compliance with Law.** The Grantee agrees that it will, at all times, comply with, and require its Representatives to comply with, all applicable federal, state, and local laws, rules, guidelines, regulations, and requirements during the Term.
10. **Conflict of Interest.** Government Code Section 87104 prohibits public officials of CARB, which includes any member, officer, employee, or consultant of a CARB advisory body, from making a formal or informal appearance before, or oral or written communication to, CARB for the purpose of influencing a decision by CARB on a grant or other entitlement for use, such as a contract, loan, license, or permit. Prohibited communications include grant applications, letters, emails, phone calls, meetings, or any other form of oral or written communication within or outside of a public committee meeting with CARB or CARB staff for the purpose of influencing a CARB decision on an application for funding submitted to CARB. A knowing or willful violation of this section may result in a member being guilty of a misdemeanor and fined up to \$10,000 or three times the amount of an amount unlawfully received. If a court determines a violation occurred and that the official action might not otherwise have been taken or approved if not for the prohibited communication, the Grant may be voided. (See Gov. Code §§ 91000, 91003.)

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For this reason, CARB officials, including but not limited to advisory body members, also may not be a signatory or administrator on a grant application, or on any resulting grant agreement. Such individuals should not be listed on the grant application except as necessary to show their role in the organization.

Note that an advisory body member's organization may continue to be eligible for a grant. However, the grant must not follow any communications for purposes of influence by the advisory body member on CARB's decision on that grant agreement. Additionally, that organization would need to identify a different member of the organization to sign or be the administrator for any applications and awarded grants.

Please also note that applications from organizations affiliated with CARB Board members may require additional review and Board approval. Although CARB will make every effort to obtain required review and approval in a timely manner, this may delay grant execution and/or distribution of funds.

The Grantee certifies that it, along with its officers, directors, and employees, complies with applicable state and federal conflict of interest laws at the time it enters into this Grant Agreement and shall remain in compliance with all such laws during the Term of this Grant Agreement. The Grantee, and its officers, directors, and employees, may have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant Agreement. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with the Grant Agreement duties throughout the Grant Agreement Term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant Agreement. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest that occur or may occur during the Grant Agreement Term.

11. **Construction.** This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.
12. **Cumulative Remedies.** The rights and remedies of the Parties to this Grant Agreement, whether pursuant to this Grant Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.
13. **Disadvantaged Communities.** The Grantee, for the purposes of this Program and the Project, will designate disadvantaged communities, as identified by CalEnviroScreen 4.0. The identified disadvantaged community census tracts are available at: <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen->

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14. Disputes. The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute between the Grantee and the PCB Administrator, unless otherwise directed by CARB. Grantee staff or management will work in good faith with the PCB Administrator staff and management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with PCB Administrator staff shall be subject to final resolution by the CARB Executive Officer, or the Executive Officer's designated representative, in the Executive Officer's sole discretion. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the Parties may have under law.

15. Electric Vehicle Charging Infrastructure and Equipment.

- a. Prior to executing agreements with the Grantee's Representatives, the Grantee must ensure the following requirements are included in all agreements pursuant to this Grant:
 - i. Prior to authorizing work, a Representative that is provided any funds to install electrical charging equipment for use by on-road transportation vehicles must require both of the following:
 1. An AB 841 Certification that certifies the project will comply with all Assembly Bill 841 (Ting, Chapter 372, Statutes 2020) ("AB 841") requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the sub-grantee's authorized representative; and
 2. EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program-certified electrician that will install electric vehicle charging infrastructure or equipment.
 - ii. Evidence, such as Certification Numbers, is not required to be obtained by the Grantee if AB 841 requirements do not apply to a project.
 - iii. Prior to remitting payment to any project partner, the Grantee is responsible for collecting all AB 841 Certifications to ensure the project did comply with all AB 841 requirements and shall retain Certification Numbers in accordance with the Grantee's records retention schedule.
 - iv. These electric vehicle requirements do not apply to any of the

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following:

1. Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility,
2. Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Sub article 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations), and
3. Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

16. Entitlements and Regulatory Compliance. The Grantee agrees to comply with all applicable laws, ordinances, regulations, and standards in its performance under this Grant Agreement, including obtaining, where needed or required by law, any permits or approvals necessary to undertake the activities funded by the Grant Funds, and complying with all environmental review requirements associated with such activities.

17. Environmental Justice. In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, genders, cultures, and income levels, including minority populations and low-income populations, of the State of California. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB or the PCB Administrator and as otherwise required by local, state, and federal laws.

18. Equipment/Vehicle Ownership. Equipment, acquired by the Grantee or any of the Grantee's Representatives, is defined as having a useful life of at least one year from the date of purchase, having an acquisition unit cost of at least \$5,000, and purchased with CARB funds. Equipment means any products, objects, vehicles, computers, software, hardware, licenses, vessels, engines, machinery, apparatus, implements, or tools purchased, used, or constructed within the Term. CARB, within its discretion, may elect to determine the normal useful life of such Equipment. All such Equipment shall be used solely for the purposes of carrying out the obligations of this Grant Agreement during the Term. If requested by CARB, the Equipment shall be returned to CARB upon cancellation, termination, or expiration of this Grant Agreement, whichever occurs first, and CARB shall solely determine the future use of all Equipment. Upon completion of the Grant Term, Equipment not requested for return to

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CARB shall be utilized by the Grantee for the benefit of the community the Grantee serves, without further involvement by CARB.

19. **Executive Order N-6-22 - Russia Sanctions.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine the Grantee or any of the Grantee Representatives is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of the Grant Agreement or return of all Grant Funds. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
20. **Force Majeure.** Neither CARB, the PCB Administrator, nor the Grantee are liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil unrest, war, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately of the intent to invoke the clause and the reasons why the force majeure event is preventing that Party from, or delaying that Party in, performing its obligations under this Grant Agreement. CARB or the PCB Administrator may terminate this Grant Agreement immediately, in writing and without penalty, in the event the Grantee invokes this clause, in which case the Grantee shall immediately return all remaining Grant Funds to CARB or a CARB designee, cease all expenditure of Grant Funds, and turn over all documents, records, deliverables, intellectual property, and other information in relation to this Grant Agreement.

If the Grant Agreement is not terminated by CARB or the PCB Administrator pursuant to this clause, upon completion of the force majeure event, the Grantee must immediately recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide to the PCB Administrator a written proposal to revise the Project Schedule, inclusive of anticipated major milestones and timeframes for expending remaining Grant Funds, while minimizing the effects of the delay caused by the force majeure event.

An event of force majeure does not relieve a Party from any of its obligations

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which arose before the occurrence of the force majeure event nor is any Party relieved from those obligations which survive termination or cancellation of the Grant Agreement.

21. **Funding Prohibitions for Sectarian Purposes and Non-public Schools.** The Grantee may use or authorize the use of CARB-provided funds only in any manner that is consistent with applicable laws, including California Constitution, article XVI, section 5; article IX, section 8; and federal law. CARB reserves the right to obtain additional information from the Grantee and others to determine compliance with California Constitution, article XVI, section 5 and article IX, section 8. Failure to provide any requested information may result in denial of Grant Funds, or termination of this Grant Agreement or any other agreements.
22. **Governing Law and Venue.** This Grant Agreement is governed by, and shall be interpreted in accordance with, the laws of the State of California. CARB, the PCB Administrator, and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
23. **Grantee's Responsibility for Work.** The Grantee shall be responsible for all work performed pursuant to this Grant Agreement, including but not limited to work performed by any of the Grantee's Representatives. The Grantee shall be responsible for any and all disputes arising out of its contract for work performed in relation to, as a result of, or as a consequence of this Grant Agreement, including but not limited to payment disputes with any of the Representatives. CARB and the PCB Administrator will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work performed pursuant to this Grant Agreement.
 - a. Upon request, the Grantee will provide the PCB Administrator copies of fully executed agreements with any and all Representatives. The PCB Administrator may request them during, and for a period of five years after the end of, the Grant Term and the Grantee agrees to provide them within 30 calendar days of such request. For agreements that are listed as "to be determined" in the Budget, the Schedule, or elsewhere in any attachment to this Grant Agreement, the Grantee must submit a written justification to the PCB Administrator, identifying the Representative and specific items of cost expected to be incurred by that Representative, which in each instance shall be subject to advance approval by the PCB Administrator. In addition, the Grantee must have a fully executed subcontract before the subcontractor can incur any costs

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for which the Grantee will seek reimbursement.

- b. The Grantee is required, where feasible, to employ best contracting and procurement practices that promote open competition for all goods and services. The Grantee shall obtain price quotes from an adequate number of sources for all subcontracts.
- c. Upon request, the Grantee will provide the PCB Administrator a copy of all solicitations for services or products used or needed to carry out the terms of this Grant Agreement, including copies of the proposals or bids received.
- d. The Grantee is responsible for handling all contractual and administrative issues arising out of or related to any agreements it enters into with any of its Representatives. Nothing contained in this Grant Agreement or otherwise creates any contractual relation between CARB and the PCB Administrator and any of the Grantee's Representatives, and no agreement may relieve the Grantee of its responsibilities under this Grant Agreement. The Grantee is solely liable and responsible for the acts and omissions of its Representatives or persons directly or indirectly employed by any of them.
- e. The Grantee's obligation to pay its Representatives is an independent obligation from the PCB Administrator's obligation to make payments to the Grantee. As a result, the PCB Administrator has no obligation to pay or enforce the payment of any funds to any of the Grantee Representatives. The Grantee is responsible for establishing and maintaining contractual agreements with and reimbursing each of the Grantee Representatives for work performed in accordance with the terms of this Grant Agreement.
- f. All agreements with the Grantee Representatives must, at a minimum, incorporate all of the following:
 - i. A clear and accurate description of the material, products, or services to be procured.
 - ii. A detailed budget and timeline.
 - iii. Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms and provisions for such sanctions and penalties as may be appropriate.
 - iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.

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- v. A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the PCB Administrator.
- vi. Language conforming to all of the General Provisions of this Grant Agreement.
- g. Without limiting any of CARB's or the PCB Administrator's other remedies, failure to comply with the above requirements is a material breach of this Grant Agreement and grounds for termination.

24. Indemnification. The Grantee agrees to indemnify, defend, and hold harmless Data for Social Good, the State of California, CARB, and CARB officers, Board members, employees, agents, representatives, and successors-in-interest against, for and from any and all liabilities, losses, damages, claims, and expenses, including reasonable attorneys' fees, arising out of, resulting from, or related to any actions or inactions of the Grantee or any of its Representatives, including but not limited to actions or inactions relating to, arising out of, or resulting from the operation, design, or manufacture of any equipment, vessels, vehicles, or engines purchased, acquired, developed, modified, or used with Grant Funds, in whole or in part.

25. Independent Actor. The Grantee and its Representatives, if any, in their/its performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of California or CARB.

26. Nondiscrimination. During the performance of this Grant Agreement, the Grantee, its Representatives, and each of their/its respective contractors, subcontractors, consultants, and agents shall ensure that no person is, on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age (40 or over), mental disability, physical disability, medical condition, genetic information, marital status, veteran or military status, or sexual orientation, unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered under this Grant Agreement or funded with Grant Funds. In addition:

- a. During the performance of this Grant Agreement, the Grantee, its Representatives, and each of their/its respective contractors, subcontractors, consultants, and agents shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment, because of race, religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, reproductive health decision-making (e.g. family-care leave, medical-care leave, or pregnancy-disability leave), medical condition,

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genetic information, marital status, sex, gender, gender identity, gender expression, age (40 or over), sexual orientation, or veteran or military status, nor shall the Grantee, its Representatives, or any of their/its respective contractors, subcontractors, consultants, or agents refuse to hire or employ any person or refuse to select any person for a training program leading to employment, or bar or discharge any person from employment or from a training program leading to employment, or discriminate against any person in compensation or in terms, conditions, or privileges of employment because of race, religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, reproductive health decision-making (e.g. family-care leave, medical-care leave, or pregnancy-disability leave), medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 or over), sexual orientation, or veteran or military status.

- b. The Grantee, its Representatives, and their/its respective contractors, subcontractors, consultants, and agents shall ensure that the evaluation and treatment of all persons receiving or applying for Grant Funds or participating in any Grant programs, projects, or activities, along with all respective employees and applicants for employment, are free of such discrimination and harassment.
- c. The Grantee, its Representatives, and their/its respective contractors, subcontractors, consultants, and agents shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 10000 et seq.). The applicable regulations (California Code of Regulations, title 2, section 11000 et seq.) of the Civil Rights Council are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.
- d. The Grantee, its Representatives, and their/its respective contractors, subcontractors, agents, and consultants shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement.
- e. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts, and agreements where work is performed to fulfill any term or condition of this Grant Agreement.
- f. The Grantee acknowledges, accepts, and understands that, pursuant to Gov. Code section 11136, whenever CARB or the PCB Administrator has

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reasonable cause to believe that the Grantee or any of its contractors, subcontractors, consultants or agents has violated any of the provisions of Gov. Code section 11135 or section 12900 et seq., or any of the provisions of Civil Code sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation adopted to implement these sections or Article 1 (commencing with Gov. Code section 12960) of Chapter 7 of the Government Code, then CARB will notify the Grantee or, where applicable, the contractor, subcontractor, consultant, or agent, of such alleged violations and will submit a complaint detailing the alleged violations to the Civil Rights Department for investigation and determination pursuant to Gov. Code section 12960 et seq.

- g. Furthermore, the Grantee acknowledges the existence and application of CARB's Civil Rights Policy found at <https://ww2.arb.ca.gov/california-air-resources-board-and-civil-rights>.

27. Notice.

- a. Any notice, demand, request, consent, or approval that either Party desires or is required to give to the other Party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
 - i. By delivery in person.
 - ii. By certified U.S. mail, return receipt requested, postage prepaid.
 - iii. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - iv. By electronic means.
- b. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective seven (7) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the overnight delivery service. Notices sent electronically will be effective on the date of transmission, where it is documented in writing. Notices shall be sent to the persons and addresses set forth in Section C of this Grant Agreement. Either Party may, by written notice to the other, designate a different address that shall be substituted for the names of persons identified under Section C of this Grant Agreement.

28. **No Third-Party Rights.** The existence of this Grant Agreement does not create, and nothing stated in this Grant Agreement creates rights in or grants

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remedies to, any third party or third parties as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation, or undertaking established herein.

29. **Office of Foreign Asset Control.** The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy, or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers, designated under programs that are not country-specific. These lists can be found at: <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. The Grantee represents, warrants, and agrees that neither the Grantee nor any of its Representatives are in violation of any federal law or laws pertaining to any entity or individual listed on any of the OFAC lists. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the OFAC's SDN or other Lists. The property and interests in property of an entity that is 50 percent or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed. Refer also to the U.S. Department of the Treasury website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>.
30. **Ownership.** All information, data, documents, intellectual property, including but not limited to webpages received, managed, or generated by the Grantee under this Grant Agreement is the property of CARB. No such information, data, documents, or intellectual property shall be released to any third party without CARB's advance written approval. Notwithstanding the above, in the event the Grantee is required by deposition, interrogatory, subpoena, or request for documents under the California Public Records Act to disclose information or data received or generated under this Grant Agreement, the Grantee shall provide CARB or the PCB Administrator a prompt written notice prior to disclosure with sufficient time for CARB or PCB Administrator to challenge or stay any release in an appropriate court of law.
31. **Paragraph Headings.** The headings and captions of the various paragraphs, subparagraphs, and sections hereof are for convenience only, and they shall

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not limit, expand, or otherwise affect the construction or interpretation of this Grant Agreement.

32. **Prevailing Wages and Labor Compliance.** Where applicable, the Grantee agrees to be bound by and comply with all the provisions of California Labor Code including but not limited to Section 1771 et seq. regarding prevailing wages, and other provisions pertaining to recordkeeping and contractor/subcontractor registration. The Grantee agrees to monitor all agreements that are funded in whole or in part with Grant Funds to ensure that the provisions of California Labor Code Sections 1720-1861 are being met by the Grantee and all Grantee Representatives. The Grantee acknowledges, accepts, and agrees that wherever any public work (as defined in the Labor Code) is paid for in whole or in part out of public funds, then the Grantee and all Grantee Representatives must in all instances comply with the prevailing wage requirements as well as contractor and subcontractor registration requirements under the applicable provisions of the Labor Code. Failure to do so is a material breach of this Grant Agreement and may subject the Grantee and/or any of the Grantee Representatives to penalties and other violations imposed by the Department of Industrial Relations.
33. **Professionals.** The Grantee agrees that only licensed professionals will be used to perform services or conduct work under this Grant Agreement where such services are called for and where licensed professionals are required for those services under California law.
34. **Severability.** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected and will remain in full force and effect.
35. **Survival.** Those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation, or expiration of this Grant Agreement, shall so survive, including but not limited to those sections pertaining to indemnity, insurance, recordkeeping, audit, return of funds, data security, confidentiality, transition, ownership, and the general provisions.
36. **Timeliness.** Time is of the essence in the performance of this Grant Agreement. The Grantee shall proceed with and complete all of its obligations under this Grant Agreement in a timely and expeditious manner.
37. **Total Agreement; Entirety.** This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.

City of Needles Planning and Capacity Building Grant Agreement

38. **Waiver of Rights.** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either Party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of CARB or the PCB Administrator provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

City of Needles Planning and Capacity Building Grant Agreement

EXHIBIT B: WORK STATEMENT

[Attachment I - Budget Summary](#)

[Attachment II - Scope of Work](#)

[Attachment III - Timeline, Deliverables, and Budget Details](#)

[Attachment IV - Key Project Personnel](#)

City of Needles Planning and Capacity Building Grant Agreement

Attachment I - Budget Summary

Grantee: City of Needles

Project: Needles Active Transportation Plan

Grant Number: G22-PG-01

	Total Costs
Direct Grant Management Costs (part of Task 1)	\$30,475.60
Indirect Grant Management Costs (part of Task 1)	\$17,653.79
Project Costs (all other Tasks)	\$322,600.28
	Total Funding
CARB Funds	\$370,729.67
Resource Contribution	\$
Total	\$370,729.67

City of Needles Planning and Capacity Building Grant Agreement

Attachment II - Scope of Work

Grantee: City of Needles
Project: Needles Active Transportation Plan
Grant Number: 22-PG-01

CARB will include the Scope of Work from the Grantee's Full Phase application in this section.

Task 1. Grant management

Administer the various tasks of the project including participation in meetings with CARB or the Statewide Planning and Capacity Building Project Administrator (PCB Administrator); development and implementation of the Project Plan; record-keeping procedures; reporting procedures; and financial tracking and disbursements. Throughout this task "Administrator" refers to the third-party PCB Administrator (and CARB as needed).

- 1.1. Conduct meetings and communicate with Administrator staff.
- 1.2. Kick-off meeting: The Grantee's and Subgrantee's key project personnel, in collaboration with the Administrator, will plan, attend, and conduct a kick-off meeting with Administrator staff within 45 days of the execution of the Grant Agreement, unless another timeframe is agreed upon by the Administrator. The kick-off meeting will be virtual unless otherwise noted by the Administrator. Topics for discussion may include, but not be limited to, the following:
 - 1.2.1. Upcoming project tasks, timelines, and milestones
 - 1.2.2. Opportunities for synergy between project tasks
 - 1.2.3. Content and format for quarterly reports, annual data collection, and final reports
 - 1.2.4. Next steps for Administrator review of Project Plan and outreach and education materials.
 - 1.2.5. Schedule for ongoing coordination meetings
 - 1.2.6. Other items as necessary
- 1.3. Continue coordination with the Administrator to discuss project status. Check-ins with the Administrator will be held monthly or quarterly, per the Administrator, and a final meeting will be held at the conclusion of the

City of Needles Planning and Capacity Building Grant Agreement

project. At minimum, the Grantee's key project personnel will participate in meetings with Administrator staff. Other project partners may participate as needed or as requested by the Administrator. Meetings will be virtual unless otherwise noted by the Administrator. Additional meetings may be scheduled at the discretion of the Administrator. Check-ins are the responsibility of the Grantee and should include:

- 1.3.1. Agenda for the meeting with online meeting information provided prior to the meeting
- 1.3.2. Discussion of project activities, deliverables, schedule, and milestones
- 1.3.3. Discussion of any difficulties encountered since the last project update
- 1.3.4. Concerns or questions requiring resolution from the Administrator
- 1.3.5. Notification of any pending disbursement requests
- 1.3.6. Scheduling the next project coordination meeting
- 1.4. Coordinate with all project partners, including Subgrantees and Community Partners, following the decision-making structure and the governance, legal, and financial relationships set out in the partnership structure. This must include:
 - 1.4.1. Executed agreements with all parties that will be compensated in return for specific work or information supplied as part of the scope of work.
 - 1.4.2. Regular communication with all Subgrantees, such as check-ins to keep track of progress made and troubleshoot issues encountered. The Grantee is responsible for keeping the Administrator informed of progress on all projects, including those that are being led by one of the Subgrantees.
 - 1.4.3. Regular communication with all Community Partners in a mutually agreed-upon format to share progress and receive feedback on project implementation and design
 - 1.4.4. Accessible public meetings to share progress and receive feedback on project implementation and design.
 - 1.4.5. Updates to Community Partners and other community

City of Needles Planning and Capacity Building Grant Agreement

stakeholders on how their feedback is being incorporated into the design and implementation of the project

1.4.6. Participation in the Clean Mobility Equity Alliance

1.4.7. Coordination with other CARB projects (e.g., Access Clean California, Clean Mobility Options Voucher Pilot) where appropriate and as requested by the Administrator

1.5. Develop the Project Plan. This plan will serve as a more detailed blueprint of the scope of the grant overall. It is meant to be a useful tool for the Grantee, the Administrator, and other partners to plan, understand, and refer back to details of the work agreed upon. The Administrator must review and approve the plan before it is implemented. The Grantee, the Administrator, and the project partners should revisit the Project Plan consistently over the grant term and update as needed within the bounds of the grant agreement scope. This plan will include multiple parts, which, depending on the project types funded, may include but are not limited to:

1.5.1. Fulfill any needed project readiness requirements such as obtaining permits for charging infrastructure, obtaining encroachment permits, and ensuring sufficient electrical capacity at designated charging station sites.

1.6. Project records. Establish and maintain records on each aspect of project implementation. Report on and assess progress throughout project implementation via a combination of metrics defined by the Administrator and metrics defined by the Grantee and the community. The purpose of data collection and reporting is to document and assess the outcomes of each funded project, which may include better understanding the projects' impacts on behavior change, vehicles miles traveled, and equity.

1.6.1. For all projects, track and report metrics, such as, but not limited to, the data types outlined in the solicitation on an annual basis.

City of Needles Planning and Capacity Building Grant Agreement

- 1.6.2. Participate in third-party research projects as requested by the Administrator.
 - 1.6.3. Status Reports: Submit numbered status reports accompanying grant disbursement requests to the Administrator at least bi-annually but may submit more regularly if necessary to justify more frequent disbursements with prior approval from the Administrator. Status reports must follow a specific format and include specific topics as requested by the Administrator.
 - 1.6.4. Final Report: The Final Report must be submitted within 90 days of the Administrator receiving the draft Final Report or by the Termination Date, whichever comes first. A draft Final Report is due to the Administrator within 30 days of project completion or no later than 90 days before the expiration of the Term, whichever comes first. Final reports must follow a specific format and include specific topics as requested by CARB.
- 1.7. Identify participant data that are confidential and develop measures to keep these data confidential. For example, individuals' physical characteristics, residential address, wage and salary information, driver's license or state-issued ID number, and insurance policy number must be kept confidential.
 - 1.7.1. Develop a systematic process and schedule to back up database(s) daily at a minimum.
 - 1.7.2. Develop and enforce security measures to safeguard project database(s).
 - 1.7.3. Store all records in a secure and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.
 - 1.7.4. Retain files during the term of the Grant Agreement plus three

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years after the grant term expires.

1.7.5. Transfer all project records to the Administrator once the project ends or five years after the grant term expires, whichever comes first.

1.8. Document, track, and report expenditures, including expenditures of State funds and resource contributions.

Task 2. Community Engagement

Collaborate with the subgrantees to gather the community's needs and desires for active transportation infrastructure and programming, which may include sidewalk infill and recommended bike paths to improve connectivity and pedestrian safety. Community engagement for the plan will focus on three main strategies: educating residents on the plan, getting feedback and input from the community (with a focus on youth, families, transit riders, and low-income residents), and empowering community members as leaders in decision making.

2.1. Identify key stakeholders and community partners to be involved directly in the planning process.

2.1.1. Identify and bring together Community Partners to participate in ongoing planning meetings (Task 1.2);

2.1.2. Reach out to tribal representatives to request their participation in the planning process.

2.2. Inform the public on the Active Transportation Plan and identify community needs and priorities. Provide the public with the City's active transportation plan objective information to assist them in understanding the problems, solutions, and potential solutions.

2.2.1. Develop materials and a website homepage about the Needles Active Transportation Plan, existing conditions of the sidewalks and bike paths, and opportunities to participate.

2.2.2. Attend community events to inform residents, including tribal residents, about the planning process and opportunities to participate and provide input.

2.3. Engage residents through proven strategies to meet the community where they are. Encourage residents to develop a culture of walking and biking through community events.

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- 2.3.1. Develop a survey on community needs and priorities for pedestrian and bicycle infrastructure (sidewalks, bike lanes, etc), priority locations, and interest in an e-bikeshare program.
- 2.3.2. Co-host two bike/ped rodeo events at the Elementary Schools with Needles Unified School District to promote safe walking and biking practices and receive survey feedback from students, parents, guardians, and families. Survey participation will be incentivized with gift cards.
- 2.3.3. Work with St. Vincent De Paul staff and volunteers to hold on-bus surveys to receive input from Needles Area Transit riders on first/last mile improvements. Stipends will be provided to volunteers.
- 2.4. Empower community members as leaders in the planning process to ensure community-based decision making.
 - 2.4.1. St. Vincent De Paul will host two focus groups with residents who receive services at the St. Vincent De Paul hub. Focus group participants will have the opportunity to test ride e-bikes and e-trikes and provide ideas and feedback on an e-bikeshare program. Stipends will be provided for focus group participants.
 - 2.4.2. Work with 3-4 high school students to develop leadership skills.
 - 2.4.3. Co-host a roundtable for high school students and a roundtable for middle school students facilitated by Youth Leaders.

Task 3. Assessing Existing Conditions

Collaborate with subgrantees including a consultant (to be identified through Request for Proposals process) to assess 48.89 miles of current sidewalks, potential infill areas of sidewalks and current road conditions for potential bike improvements. Evaluate existing streets, sidewalks and bike lanes; identify existing walking and biking infrastructure; provide mapping of each including cross sections; summarize using charts and photos; identify pedestrian destinations; Identify existing transit routes and destinations.

- 3.1. Contractor and the City of Needles to collaborate on assessment.
- 3.2. Assess city-owned sites for future potential to add bike racks or a bikeshare station.

Task 4. Active Transportation Plan Development

Collaborate with subgrantees to incorporate community engagement and the

City of Needles Planning and Capacity Building Grant Agreement

existing conditions assessment into a draft Active Transportation Plan to be reviewed by the project partners, city council, and community.

4.1. Priority Projects Conceptual Design

4.2. Draft Active Transportation Plan review

4.2.1. Incorporate comments and recommendations.

4.3. Community Engagement on Draft Active Transportation Plan

4.3.1. Incorporate comments and recommendations.

4.4. Final Active Transportation Plan

4.4.1. Council presentation

4.4.2. Public hearings and Council Adoption

City of Needles Planning and Capacity Building Grant Agreement

Attachment III - Timeline, Deliverables, and Budget Details

Grantee: City of Needles

Project: Needles Active Transportation Plan

Grant Number: 22-PG-01

Task #	Task Description	Expected Start Date	Expected End Date	Deliverables (if applicable)	CARB Funds	Resource Contribution
1	Grant Management	Month 01	Month 30		\$48,129.39	\$0
1.2	Grant Management	Month 1	Month 2	Kick-off Meeting Materials: - Agenda - Presentation - Meeting Notes		
1.3	Grant Management	Month 1	Month 30	Administrator Project Coordination Meetings Material: - Agendas - Presentations - Meeting Notes		
1.4	Grant Management	Month 3	Month 24	Project Partners Coordination (Subgrantees/Community Partners) Meeting Material: - Agendas - Presentations - Meeting Notes		
1.4.1	Grant Management	Month 1	Month 6	Executed Agreements		
1.4.4	Grant Management	Month 2	Month 18	Accessible public meeting materials		

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Task #	Task Description	Expected Start Date	Expected End Date	Deliverables (if applicable)	CARB Funds	Resource Contribution
1.4.5	Grant Management	Month 3	Month 24	Community Partner/Stakeholder feedback incorporated into design and implementation of the project		
1.4.6	Grant Management	Month 3	Month 24	Log participation in Clean Mobility Equity Alliance		
1.5	Grant Management	Month 3	Month 6	Developed Project Plan		
1.6.1	Grant Management	Month 2	Month 24	Project Data: Tracked and reported metrics for all projects		
1.6.3	Grant Management	Month 3	Month 30	Status Reports (at least bi-annually) Disbursement Requests		
1.6.4	Grant Management	Month 21	Month 27	Draft Final report (within 30 days of project completion) Final Report		
1.7.5	Grant Management	Month 27	Month 30	Transfer project records to administrator.		
2	Community Engagement			Draft and Final Public Outreach Plan focusing on the three main strategies.	\$71,256.72	\$0
2.1	Community Engagement	Month 1	Month 1	Planning Process Excel file listing stakeholders and community partners with contact information.		
2.1.1	Community Engagement	Month 1	Month 24	Log of planning materials with community partners (agendas, minutes, etc.)		

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Task #	Task Description	Expected Start Date	Expected End Date	Deliverables (if applicable)	CARB Funds	Resource Contribution
2.1.2	Community Engagement	Month 3	Month 12	Outreach material to tribal representatives.		
2.2	Community Engagement	Month 2	Month 18	<ul style="list-style-type: none"> List of Community needs and priorities Created mailers/flyers/infographics materials List of Provided Materials to the public: Active Transportation Plan Objective Information material 		
2.2.1	Community Engagement	Month 2	Month 24	<p>Developed materials and website updates related to Active Transportation Plan/existing conditions.</p> <p>Provide toolbox of Active Transportation Guidelines and Treatments</p> <p>Provide an overview of Active Transportation funding opportunities.</p>		

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Task #	Task Description	Expected Start Date	Expected End Date	Deliverables (if applicable)	CARB Funds	Resource Contribution
2.2.2	Community Engagement	Month 3	Month 18	Log of community events attended to inform residents of planning process/participation opportunities		
2.3	Community Engagement	Month 2	Month 12	Engagement/encouragement material provided to residents		
2.3.1	Community Engagement	Month 3	Month 18	Draft and final survey, materials related to events (event announcements and other materials), participant summaries, volunteer materials, summary of stipends provided, etc. Summary of Community Data Findings of pedestrian needs and issues		
2.3.2	Community Engagement	Month 3	Month 18	Bike/ped rodeo event 1 and 2 promoting pedestrian safety materials, Surveys for each event.		
2.3.3	Community Engagement	Month 3	Month 18	Transit rider surveys and summary of collaboration.		

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Task #	Task Description	Expected Start Date	Expected End Date	Deliverables (if applicable)	CARB Funds	Resource Contribution
2.4	Community Engagement	Month 2	Month 12	Planning Process meeting materials and resources. Community-based decision-making materials and resources.		
2.4.1	Community Engagement	Month 2	Month 12	Focus group prep materials - dates, event announcements, questions, etc. summary of focus group feedback from residents, stipend details/summary.		
2.4.2	Community Engagement	Month 6	Month 24	Log of meetings with high school students. Meeting Materials: - Agenda - Presentation - Meeting Notes		
2.4.3	Community Engagement	Month 3	Month 24	Roundtable prep materials - dates, event announcements, questions, and Summary of roundtable		

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Task #	Task Description	Expected Start Date	Expected End Date	Deliverables (if applicable)	CARB Funds	Resource Contribution
3	Assessing Existing Conditions	Month 3	Month 18	Evaluate existing streets, sidewalks and bike lanes; identify existing walking and biking infrastructure; provide mapping of each including cross sections; summarize using charts and photos; identify pedestrian destinations; Identify existing transit routes and destinations.	\$54,108.80	\$0
3.1	Assessing Existing Conditions	Month 1	Month 12	Report on meeting between Contractor and City of Needles regarding assessment. Request for proposal (RFP) materials and final contract with consultant.		
3.2	Assessing Existing Conditions	Month 1	Month 3	Two assessment results of city-owned sites for: <ul style="list-style-type: none"> • Bike Racks • Bikeshare station 		
4	Active Transportation Plan Development				\$197,234.76	0
4.2	Active Transportation Plan Development	Month 4	Month 18	Priority Projects Conceptual Design		

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Task #	Task Description	Expected Start Date	Expected End Date	Deliverables (if applicable)	CARB Funds	Resource Contribution
4.3	Active Transportation Plan Development	Month 19	Month 21	Draft Active Transportation Plan Review by project partners summary of comments and recommendations		
4.4	Active Transportation Plan Development	Month	Month 12	Materials provided during the Community Engagement on the Draft Active Transportation Plan, summary of comments and recommendations		
4.5	Active Transportation Plan Development	Month 13	Month 27	Final Active Transportation Plan		
4.5.1	Active Transportation Plan Development	Month 13	Month 27	Council presentation and public comments		
4.5.2	Active Transportation Plan Development	Month 13	Month 27	Council meeting minutes and adoption documentation		
	Total				\$370,729.67	\$0

City of Needles Planning and Capacity Building Grant Agreement

Attachment IV - Key Project Personnel

Grantee: City of Needles

Project: Needles Active Transportation Plan

Grant Number: G22-PG-01

Role and Name of Entity	Personnel Name and Title	Expected Duties
Grantee, City of Needles	Kathy Raasch kraasch@cityofneedles.com Interim Development Services Director	Oversee completion of projects from start to finish. Grant management (reporting, budget management, etc.)
Subgrantee, Needles Unified School District	Manuela Harris, Manuela_Harris@needlesusd.org mailto:Manuela_Harris@needlesusd.org	Lead outreach and engagement events, participate in ongoing project partner meetings, and provide feedback on the plan to ensure that it meets the need of youth and families.
Subgrantee, St. Vincent De Paul	George Deleon george.deleon78@yahoo.com	Outreach and Engagement Participate in ongoing project partner meetings Provide feedback on the Needles Active Transportation Plan
Community Partner, San Bernardino County Sheriff's Department	Ross Tarangle rtarangle@sbcscd.org Capitan	Work with Needles Unified School District to host bike/ped. rodeo events at schools.
Community Partner, Colorado River Medical Center (CRMC)	Bing Lum blum@crmccares.com CEO	Will participate in ongoing planning meetings to identify areas reported as a safety/medical concern to patients/youth.
Community	Maria Sotnikova	Tri State Medical will

City of Needles Planning and Capacity Building Grant Agreement

Role and Name of Entity	Personnel Name and Title	Expected Duties
Partner, Tri-State Medical (medical facility)	Maria.Sotnikova@tristateclinics.org Director	participate in ongoing planning meetings and provide input on the transportation needs of the community to critical medical facilities, distribute survey to patients
Community Partner, Needles Housing Authority	Angelica Deermer adeermer@cityofneedles.com Housing Director	Needles Housing Authority will participate in ongoing planning meetings and provide input on the transportation needs of the Housing Authority residents and distribute survey to residents.
Needles Area Transit and Needles Senior Center	Cheryl Sallis csallis@cityofneedles.com Community Services Manager	Needles Area Transit: Work with St. Vincent De Paul to coordinate on-board bus surveys to get input from transit dependent residents. Senior Center: Participate in ongoing planning meetings to identify additional opportunities for engagement with older adults

City of Needles Planning and Capacity Building Grant Agreement

EXHIBIT C: GRANTEE APPLICATION PACKAGE

The PCB Administrator will include selected portions of the Grantee's Full Phase application in this section.

City of Needles Planning and Capacity Building Grant Agreement

EXHIBIT D: REQUEST FOR APPLICATIONS PACKAGE

The PCB Administrator will include the RFA package in this section.

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EXHIBIT E: PAYEE DATA RECORD

The PCB Administrator will include the Grantee's payee data record in this section.

EXHIBIT C: GRANTEE APPLICATION PACKAGE

Planning and Capacity Building FY 2022-23 Request for Applications

APPENDIX B: Full Phase Application Template

Note:

If you require this document in an alternate format or language, please contact Heather Choi at (279) 208-7556 or heather.choi@arb.ca.gov. TTY/TDD/Speech to Speech users may dial 711 for California Relay Service.

July 24, 2023

More information: <https://ww2.arb.ca.gov/lcti-step-pcb-cmis>

FY 2022-23 Planning RFA - APPENDIX B

The California Air Resources Board (CARB) requires applications to be accurate, and Lead Applicants are strongly encouraged to ensure their applications are brief and clear. If a project is selected for funding, the application will be incorporated into the grant agreement and sections of it may be added into the body of the grant agreement. Applications will be considered a promise to perform actions in a specific project and are not considered a starting place to begin negotiations on the project's final scope.

Instructions: Complete the Application Template below to apply for Planning and Capacity Building. Refer to the Request for Applications (RFA) for more information. All sections of the template must be completed, all statements requiring signature must be signed and dated, and all required components must be included for the application to be scored.

When a Lead Applicant is informed that they have moved on to the Full Phase application, they will receive a link to the Kiteworks platform from CARB. This link will be unique to each Lead Applicant. Lead Applicants must upload their signed Full Phase application and all components listed in the Application Checklist electronically to Kiteworks no later than **11:59 pm (Pacific Time) on November 3, 2023 (the Full Phase Deadline)**. No oral, telephone, facsimile, mailed, or e-mailed applications will be accepted. Lead Applicants may upload drafts to Kiteworks in advance of the deadline but must delete any documents they do not wish to submit as part of their Full Phase application by the Full Phase Deadline. CARB will not begin review of the Full Phase applications until November 4, 2023.

Applications uploaded after the Full Phase Deadline will be rejected and not scored. Lead Applicants are encouraged to upload applications in advance of the deadline to avoid delays due to technical difficulties. CARB will not accept applications uploaded after the deadline for any reason.

The Institute for Local Government, in collaboration with People for Mobility Justice and Fehr & Peers, are available to provide tailored support to each Applicant based on their needs. The technical assistance providers will reach out to each Lead Applicant invited to apply based on their Concept Phase application.

CARB will hold two Question & Answer sessions during the Full Phase to help answer potential Applicants' questions. See the section "Q&A sessions" in the RFA for more details.

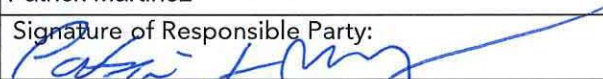
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1. Cover Page

Print clearly or type all information on this application.

1. Project Name: Needles Active Transportation Plan
2. Organization Name: City of Needles
3. Type of Organization: Local Government
4. Contact Name and Title: Rainie Torrance, Utility Manager
5. Person with Contract Signing Authority (if different from above): Patrick Martinez
6. Mailing Address and Contact Information: Street: 817 Third St
City, State, Zip Code: Needles, CA 92363
7. Phone: 760-326-5700 X140
8. Email: rtorrance@cityofneedles.com
9. <input checked="" type="checkbox"/> I have read and understood the terms and conditions of the Sample Grant Agreement.

The undersigned declares that he or she is an official/agent of responding Lead Applicant and Sub-applicants and is empowered to represent, bind, and execute contracts and other agreements on behalf of the Lead Applicant (and Sub-applicants and Project Teams). The undersigned hereby represents, warrants, certifies and declares under penalty of perjury, under the laws of the State of California, that all statements and responses in this application package are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false or dishonest statements or responses may be grounds for rejection of the application, disqualification from this RFA process, termination of any or all executed Grant Agreements and/or other legal consequences.

Printed Name of Responsible Party: Patrick Martinez	Title: City Manager
Signature of Responsible Party: 	Date: 11/02/2023

Third Party Certification (if applicable)

I have completed the application, in whole or in part, on behalf of the Lead Applicant.

Printed Name of Third Party:	Title:
Signature of Third Party:	Date:
Amount Being Paid for Application Completion in Whole or Part:	Source of Funding to Third Party:

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2. Application Checklist

Use this section to check that all required application components have been included and will be submitted to CARB. All components in the table below are required for the application to be scored.

Application Component	Included? Yes/No
Completed Application Template (including signed Cover Page and Section 15)	Yes
Letters of Commitment and Support Attachments	Yes
Scope and Timeline Attachment	Yes
Budget Attachment	Yes

3. Eligibility Requirements

Answer the questions in the table below. Use this section to check that all applicable eligibility requirements have been met. CARB will also review and confirm that all applicable eligibility requirements have been met. Applications must meet all applicable eligibility requirements to be scored.

Application Section	Eligibility Requirements	Yes/No/N/A
Overall	Have all sections of the Application Template been completed and does the application include all required components listed in the Application Checklist in the Full Phase Application Template?	Yes
Overall	Was the application uploaded to Kiteworks by the Full Phase Deadline?	Yes
Concept Phase Application Updates and Confirmation (Section 4)	Do any updates made to the Concept Phase application still meet the Concept Phase eligibility requirements and result in a minimum score of 70% based on the Concept Phase scoring criteria?	Yes
Budget (Section 10)	Does at least 5% of the total proposed budget fund data collection, evaluation, and reporting?	Yes
Budget (Section 10)	Is no more than 15% of the total requested funds set aside to cover indirect costs?	Yes
Data Collection, Evaluation, and Reporting (Section 12)	Do Applicants agree to comply with all data requirements listed in the application materials, including regularly collecting data on all proposed projects; identifying, evaluating, and updating projects based on evaluation results; and reporting requested data to CARB?	Yes

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4. Concept Phase Application Updates and Confirmation

Confirm whether the responses submitted in the Concept Phase application are still accurate. If they need to be updated, describe any updates that have been made. This section will be used to confirm that any updates to the Concept Phase application still meet eligibility requirements and score at least 70% according to the Concept Phase eligibility requirements and scoring criteria. This section will also be used as background information when scoring the Full Phase application.

Concept Phase Application Section	For each section of the Concept Phase application, if no updates need to be made, write "No updates" below. If updates do need to be made, describe those updates below.
Section 4. Funding Request	The total project cost has been updated to \$370,729.67.
Section 5. Timeline	Timeline updated to represent grant term. Project is still projected to be completed before the end of the grant term.
Section 6. Project Community	No updates
Section 7. Applicants and Partnership Structure	Sub-applicants, community partners and partnership structure defined and confirmed for full application.
Section 8. Project Descriptions and Transportation Equity	No updates

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5. Application Summary and Community Vision

Briefly summarize the overall application. Include a high-level description of the Project Community, the proposed projects, and how these projects will work together to achieve the community's vision of transportation equity. This response will be posted publicly on CARB's website and will be used as background information when scoring the Full Phase application. *(Maximum 1,000 characters)*

Input response below:

The City of Needles is one of the most disadvantaged and isolated, rural communities in the State of California. Located along the Colorado River in San Bernardino County, the city is home to the Fort Mojave Indian Tribe and is gateway to the Mojave National Preserve. Needles is a disadvantaged community with a Median Household Income of \$48,061. Approximately 55% of residents receive welfare assistance.

Despite the lack of safe routes for walking and biking in Needles, people still walk along these streets out of necessity. Children and wheelchair users are forced to use the road where there are no sidewalks or inadequate sidewalks, presenting a dire safety risk. The City of Active Transportation Plan will encourage, support and work with the community to develop much needed projects like repairing and connecting sidewalks, sidewalk ADA improvements, creating bike lanes, improving bus stops, and identifying bike sharing programs. The Active Transportation Plan will build a cult

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6. Applicants

Follow the instructions below. These responses will be scored.

- A. Outline the roles and responsibilities of each Lead Applicant and Sub-applicant. Describe why, through relevant expertise, experience, and skillsets, the Lead Applicant and each Sub-applicant is suited for their identified role and how, as a whole, they have the necessary qualifications to complete the projects.
(Maximum 3,000 characters)

<p>Input response below. Include the name of any relevant attachments:</p> <p>The City of Needles will be the lead applicant on the Needles Active Transportation Plan. The City of Needles has a full time project manager to oversee the completion of all projects from start to finish. The project manager has experience with grant management including reporting, contractor and budget management for grants such as the Active Transportation Program and Clean California.</p> <p>As an isolated city, Needles does not have many community based organizations and most often partners with schools and San Bernardino County departments. Needles has identified Needles Unified School District and St. Vincent De Paul as sub-applicant on the Needles Active Transportation Plan because of their connection to priority populations in needles (youth, families, low-income residents, and transit dependent residents). Each sub-applicant is able to provide different aspects of the communities needs to incorporate into the Plan.</p> <p>The Needles Unified School District has access to the transportation needs of over 1,000 students and has resources to connect directly to over 400 families. Many students do not have transportation readily available to get to school or to key destinations in Needles. Currently, a priority for Needles Unified School District is to improve transportation to school to boost attendance rates. Partnering with the Needles Unified School District allows the City to incorporate the needs of the students and families directly into the Needles Active Transportation Plan. The City of Needles and the Needles Unified School District have collaborated on a range of projects over the past decade to improve the lives of residents and students in Needles, including walk audits for San Bernardino County's 2018 Safe Routes to School Plan and the City's 2022 ATP Cycle 6 Application. The School District's role will be to lead outreach and engagement events, participate in ongoing project partner meetings, and provide feedback on the plan to ensure that it meets the need of youth and families.</p> <p>St. Vincent De Paul is a local CBO with access to vulnerable, misplaced families and individuals of Needles. St. Vincent De Paul is also tightly connected in the community and has built relationships with many businesses. St. Vincent De Paul has the resources to connect, identify and gather feedback from residents of all backgrounds. Despite the amount of work and value they provide to the community, St. Vincent De Paul is primarily volunteer run. Funding for the Active Transportation Plan will allow the organization to pay and train volunteer staff and develop additional skills around engagement. St. Vincent De Paul's role will be to lead outreach and engagement events, participate in ongoing project partner meetings, and provide feedback on the plan to ensure that it meets the need of low-income, unhoused, and transit dependent residents. The City will also bring on a consultant, who will be identified through an RFP, for the technical components.</p>
--

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- B. Provide documentation of each Applicant's commitment to furthering equity and environmental justice. Describe each Applicant's relationships with Community Partners and representatives. Provide documentation and describe the outcomes of past work with Community Partners and representatives.
(Maximum 3,000 characters)

Input response below. Include the name of any relevant attachments:

The City of Needles is committed to supporting and improving opportunities within our small, rural, and isolated community. With over half of our residents receiving welfare assistance, the City's sustainability work often happens through the lens of reducing utility costs and improving quality of life for low-income residents.

The Needles Unified School District has executed a letter of commitment to support the Needles Active Transportation Plan by engaging students and families into the plan. Needles Unified School District serves five schools in Needles (over 1,000 students and 400 families) with the mission to provide a free and appropriate education enabling all students to be successfully prepared to be productive members of society.

Needles Unified School District has worked with the City of Needles including on walk audits for the County Safe Routes to School Plan (2018) and surveys for the City's ATP Cycle 6 application. As a school district, getting students to school safely is a priority for improving attendance. Needles Unified School District seeks to improve sidewalks, add bike lanes but more importantly encouraging students to build the habit of walking and biking to improve their health and environment.

St. Vincent De Paul works closely with the low-income residents of Needles, and has equity as a key focus. They distribute food, clothing, and other key needs for residents. St. Vincent De Paul has worked with the City on the scope development and execution of grant funds from CDBG under CV and CV/3 Food Recovery and Distribution. St. Vincent De Paul provides annual equipment inspection reports and data as needed to the City.

Community Partners and their roles include:

- San Bernardino County Sheriff's Department - the Sheriff's Department will work with Needles Unified School District to host bike/ped. rodeo events at the schools where children will learn about safe walking and biking and families will provide input on infrastructure and programming needs
- Needles Area Transit - NAT will work with St. Vincent De Paul to coordinate on-board bus surveys to get input from transit dependent residents
- Needles Senior Center - the Senior Center will participate in ongoing planning meetings to identify additional opportunities for engagement with older adults
- Colorado River Medical Center (CRMC) - CRMC will participate in ongoing planning meetings to identify areas reported as a safety/medical concern to patients/youth
- Tri-State Medical - Tri State Medical will participate in ongoing planning meetings and provide input on the transportation needs of the community to critical medical facilities, distribute survey to patients

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7. Partnership Structure

Expand on the description provided in the Concept Phase application about how the partnership structure has been or will be created to accurately represent the Project Community. Describe the governance and decision-making structure of the partnership, including how the structure prioritizes decisions made by Community Partners and other community residents. Describe the legal and financial structure of the partnership, including who is contracting with whom and how the Lead Applicant will procure, contract with, and pay Sub-applicants and Community Partners. Finally, describe how the partnership structure will address power dynamics and potential inequities that may exist between partners. Lead Applicants may submit diagrams that demonstrate the partnership structure as attachments, but this is not required.

This response will be scored. (Maximum 3,000 characters)

Input response below. Include the name of any relevant attachments:

The City of Needles will be the lead applicant and will lead all stakeholder input through workshops to incorporate into the Active Transportation Plan. The City of Needles will be the lead project manager from issuing a formal bid to procure the consultant to develop the Active Transportation Plan, execution of scope of work and all grant reporting. The City of Needles will be responsible for reimbursing sub-applicants for participating and procuring all expenditures of the proposed project.

The City of Needles is a rural and isolated jurisdiction therefore it maintains close relationships within the community. The city and the Needles Unified School District have decades of experience collaborating for community events, recreation events, after school events, internships, and mentorships. The city acknowledges the critical role St. Vincent De Paul holds in the community. St. Vincent is the first point of contact for misplaced residents and residents impacted by food insecurity. The City has partnered with both sub-applicants on many grant applications from providing letters of support, participating in community meetings to being the receipt of equipment for there facilities.

In order to ensure a transparent and open planning process, the applicant and sub-applicants will host regular (bi-monthly or quarterly) planning meetings that will be open to the public. In addition to the applicants and community partners, the youth leaders developed through the engagement process will also be invited and reimbursed to attend all meetings. All decisions for the plan will be made by consensus between the applicants. If there are any disagreements, the applicants will invite the community partners and youth leaders into the decision-making process.

Community participation and needs assessments will be the foundation of the Active Transportation Plan. Through the engagement process, residents and business needs will be collected and incorporated into the plan. Engagement and feedback from community partners will be incorporated into the final plan.

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8. Letters of Commitment and Support

Provide a letter of commitment and support from each Applicant. Use the Letters of Commitment and Support Template (Attachment I) to ensure that all necessary topics are covered. Letters of commitment and support from Community Partners, as well as from entities that are necessary for the project to move forward and be sustained in the long-term, such as elected officials, electrical utilities, and government entities that own the right-of-way, are encouraged.

This response will be used to score the partnership structure and long-term sustainability sections. *(Maximum 500 characters)*

List letters attached to application:
Needles Unified School District, St. Vincent De Paul, Colorado River Medical Center, Tri-State Community Heath, City of Needles (representing the city, Needles Senior Center, Needles Area Transit and the Needles Housing Authority), San Bernardino County Sheriff's Office

9. Scope and Timeline

Provide a scope and timeline using the Scope and Timeline Template (Attachment II). Follow the instructions in the template. The proposed scope and timeline should outline the tasks needed to complete each project and approximate start and end dates for each task and sub-task.

This response will be scored.

Input name of scope and timeline file:
FY 2022-23 Planning, CMIS, and STEP RFA - APPENDIX B, ATTACHMENTII Needles

10. Budget

Provide a detailed budget using the Budget Template (Attachment III). Follow the instructions in the template. The proposed budget should estimate all labor, material, equipment, construction, installation, and grant management costs associated with the proposed projects. Labor rates must account for overhead and fringe benefits. Projected costs must account for any expectation of cost increases (e.g., cost of living increases, inflation).

This response will be used to confirm the eligibility of the budget and will be scored.

Input name of budget file:
FY22-23_Planning-CMIS-STEP-RFA_APPENDIX-B_ATTACHMNT-III Needles

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11. Project Benefits

Expand on the description provided in the Concept Phase application about how the proposed project will address or identify community transportation needs or increase transportation equity, considering the needs of different groups of residents within the Project Community. Consider how the project will address and incorporate transportation equity as defined in this RFA, different elements that support transportation equity (e.g., accessibility, affordability, reliability, safety, and environmental sustainability), and the environmental justice principles. Describe how the project will develop organizational and community capacity. If applicable, describe how the proposed project will support workforce development in the climate and clean transportation sectors (e.g., partnering with workforce development and training programs with career pathways, providing economic opportunities through high-quality jobs) with a focus on Project Community residents who face barriers to employment.

This response will be scored. (Maximum 4,000 characters)

<p>Input response below. Include name of any relevant attachments:</p> <p>The need for an Active Transportation Plan came about through community feedback during the City's ATP Cycle 6 application and Land Use and Transportation Element engagement process. In these workshops, meetings, and surveys, residents identified the need for improved sidewalks, bike lanes, improved bus stops, and more. See Attachment A and Attachment B for ATP survey results and Transportation Element workshop feedback. Some key feedback provided from the community includes: the most frequently visited destinations are the High School, Middle School, Buy Rite Market, and Park, there is not currently a grocery store in the City of Needles, making the Buy Rite Market a significant destination in the area and, Needles Unified School District does not provide school buses for students in fourth grade through high school, making safe non-motorized access to the Middle School and High School a critical safety issue.</p> <p>The City will use funding to identify and prioritize projects to connect sidewalk gaps, repair broken sidewalks, upgrade curb ramps to ADA compliance, identify bike lanes, and improve visibility, access and transportation in an area of the city with the school district, a senior center, a recreation center, a park, a medical center, and more key destinations. In addition, the Active Transportation Plan will identify opportunities for a bike share program in Needles and improvements to Needles Area Transit bus stops and service.</p> <p>Residents will be able to safely access destinations to improve their quality of life such as place of employment or access information at the Needles Library. The proposed project will encourage healthy lifestyles, improve safety and quality of life, and reduce reliance on motorized transportation for residents in the City of Needles. The project will benefit all residents including children, seniors, and people with disabilities. The City does not anticipate any challenges as the community has continuously asked for and shown support for safe walking infrastructure and safe transportation means.</p>

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12. Data Collection, Evaluation, and Reporting:

Answer the question below. This response will be used to confirm eligibility of the application.

Do you agree with the following statement? All Applicants have read and understand the data collection, evaluation, and reporting requirements and, as the Lead Applicant, I agree that all Applicants shall comply with all data requirements listed in the RFA, including regularly collecting data on all proposed projects; identifying, evaluating, and updating projects based on evaluation results; and reporting requested data to CARB or the Project Administrator.

Input response (Yes or No) below:
Yes

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13. Outreach and Engagement

Describe how outreach and engagement activities will focus intentionally on involving hard-to-reach residents in low-income and disadvantaged communities. Describe how the proposed projects will be inclusive and encourage diverse community resident feedback, incorporating specific ways for residents to make decisions about the projects that will impact them. Describe how the proposed projects will encourage the use of the clean transportation services provided and educate end users on the clean transportation options available.

This response will be scored. (Maximum 3,000 characters)

Input response below:

As a small, close-knit community, residents in Needles have a variety of options to provide input to the City. The City has historically gotten good response rates from online surveys, including 80+ responses to a 2022 survey on sidewalk and bike lanes near schools. Additionally, residents have access to their City Council members through council meetings and informal discussions. The City of Needles Active Transportation Plan community engagement plan will build on existing successful strategies and develop new strategies to bring the community together to inform the plan.

The City of Needles will first inform residents and businesses on the current needs of the Active Transportation Plan through educational handouts and a webpage on the City website. The City will be utilizing sub-applicants and community partners to spread the word and educate residents on what the City is doing. St. Vincent de Paul will use strategies like on-board bus surveys to reach the transit dependent residents of Needles. Needles Unified School District will host events like bike/ped rodeos or crosswalk demo art projects to engage students and their families. Once residents and businesses are informed, the next step is to involve and engage all residents of Needles to ensure that community needs are identified. Ensuring community needs are integrated into the process is a priority of the applicants.

The applicants will use a number of engagement strategies, such as focus groups, walk audits, and community events to get the residents of Needles excited and engaged about walking and biking. In order to make these events accessible and valuable to low-income residents, the City will offer stipends and incentives, such as bike and helmet raffles, for participation in focus groups and events. For example, St. Vincent De Paul, which works closely with extremely low-income residents, will host focus groups where attendees can test ride e-bikes and e-trikes to determine what types of bike sharing programs would most benefit their ability to reach the St. Vincent De Paul hub to receive free food. As another example, the School District will develop high school aged youth leaders who will develop skills around active transportation planning, public speaking, and civic engagement and who will host focus groups with their middle and high school aged peers.

The City is focused on working collaboratively with sub-applicants through focus groups and outreach events to increase input from all residents and businesses in Needles. The City of Needles sub-applicants were identified by their impact on Needles low-income and disadvantaged residents. St. Vincent De Paul. Needles Unified School District has close relationships with students, parents, and guardians across the city. The Active Transportation Plan development will gather input from the community through surveys, focus groups and outreach events which will increase involvement. Collecting public comments through su

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14. Long-term Sustainability

Describe the plan for the long-term sustainability or implementation of the proposed or planned projects after the grant term ends. This may include what financial tools and resources are available to implemented planned projects, what partnerships will enable the benefits of the project to be sustained in the long-term, the long-term impact of capacity building activities and sustained community engagement, and how social infrastructure will continue to benefit the Project Community after the grant term. If this information is not available, describe how long-term benefits will be considered during project planning and implementation.

This response will be scored. (Maximum 3,000 characters)

Input response below:

The City of Needles does not have an adopted Active Transportation Plan. The City does not have an adopted plan that clearly identifies the needs of the community as it relates to sidewalk improvements and bike path routes. The City needs an Active Transportation to be included in the City's general plan. The adopted general plan states the needs for transportation improvements but does not outline a strategy. The City's general plan will be amended to incorporate the final adopted Active Transportation Plan. The adopted Active Transportation Plan will set a 5-10 year plan leading staff to obtain necessary funding to implement the adopted plan. In addition, the City will be able to utilize the adopted plan to develop the reduction to greenhouse emissions as a result of the plan being implemented.

The City has already explored potential funding sources for active transportation infrastructure and programming funds including: Active Transportation Program, Highway Safety Improvement Program, Safe Streets 4 All, Clean California, and more.

Additionally, the relationships created and strengthened through this plan will continue to benefit the community long after the grant timeline. For example, St. Vincent De Paul will receive funding to pay and train their volunteer staff members, increasing their organization's sustainability and ability to partner with the City on future efforts. Additionally, this process will develop youth leadership, encouraging high school aged students in Needles to be involved with the community.

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15. Declarations and Attestations

A. Conflict of Interest Declaration

All Lead Applicants must disclose, as an attachment to the application, any conflict of interest that could be perceived to impact any of the Applicants' abilities to fulfill the duties and responsibilities set out in this RFA or the Grant Agreement. The Lead Applicant must immediately inform CARB of any current, ongoing, or pending direct or indirect interests that do or could pose an actual, apparent, or potential conflict of interest with any of the Applicants' abilities to fulfill the duties and responsibilities set out in this RFA or the Grant Agreement. These may include, but are not limited to, financial arrangements with or interest(s) with product manufacturers, equipment suppliers or vendors, infrastructure installers, fuel manufacturers, fuel or electricity retailers, vehicle or equipment component manufactures, or related organizations as well as membership in or financial arrangements with community-based organizations or committees or subcommittees. CARB may consider the nature and extent of any actual, potential, perceived, or apparent conflict of interest, including those discovered outside of the application, in evaluating, considering, or scoring the application, and may disqualify the Lead Applicant based on such actual, potential, perceived, or apparent conflict of interest at CARB's sole discretion. Each Applicant must immediately advise CARB in writing of any potential new conflicts of interest.

By signing Section 15.E. Applicant Signatures, each Applicant represents, warrants, and agrees that all conflicts of interest, if any, have been fully disclosed to CARB in the submitted application; that they are in compliance with applicable state and federal conflict of interest laws at the time they submit this application and shall remain in compliance with all such laws during the RFA process, and, if selected, during the Grant Term; and that they will have no interest, and will not acquire any interest, direct or indirect, which will conflict with their ability to impartially perform under and complete the tasks described in this RFA.

B. Compliance with the Law Declaration

Each Applicant must disclose, as an attachment to the application, any claims against them of noncompliance with any United States Environmental Protection Agency (U.S. EPA), CARB, or California air district laws, including a Notice of Violation, Citation, or litigation alleging noncompliance, along with a copy of any of the government documents they have received alleging noncompliance. Applicants may explain the nature of the allegations and present any defenses.

If the Applicants have no such claims of noncompliance against any of them, each Applicant shall so attest in the application by signing Section 15.E. Applicant Signatures. By signing, each Applicant represents, warrants, and agrees that all claims of noncompliance, if any, have been disclosed to CARB in the submitted application.

CARB may consider the nature and extent of any alleged or proven noncompliance with U.S. EPA, CARB, or California air district law, or failure to disclose any alleged

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noncompliance with U.S. EPA, CARB, or California air district laws, including those discovered outside of the application, in evaluating, considering, or scoring the application, and may disqualify the application based on such noncompliance, at CARB's sole discretion.

C. Attestation of Readiness

By signing Section 17.E. Applicant Signatures, each Applicant accepts the terms and conditions of the attached Grant Agreement (Appendix B) in the same form, and is ready, willing, and able to comply with all such terms and conditions.

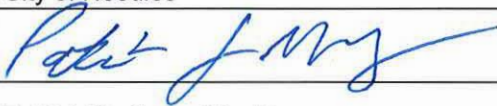
D. Non-Collusion Declaration

By signing Section 17.E. Applicant Signatures, each Applicant represents, warrants, and agrees that the following is true:

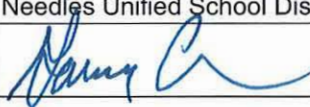
The application was not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The application is genuine and not collusive or a sham. Submittal of the application was not directly or indirectly induced by or solicited from any other applicant to put in a false or sham proposal. Each Applicant did not directly or indirectly collude, conspire, connive, or agree with any other applicant or anyone else to put in a sham application. Each Applicant did not in any manner directly or indirectly seek by agreement, communication, or conference with anyone to fix the proposed fees or terms of the application or of any other application, or to fix any overhead, profit, or cost elements of the proposed fees or fee structure, or of that of any other applicant, or to secure any advantage against CARB or other applicants. All statements contained in the application are true and correct.

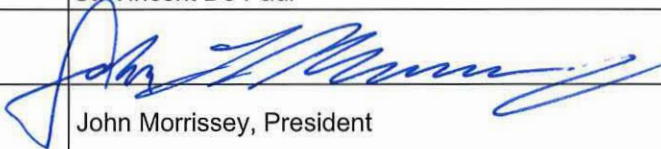
E. Applicant Signatures

Each Applicant (the Lead Applicant and each Sub-applicant) must sign below. The undersigned declares that they are an official/agent of a responding Applicant and are empowered to represent, bind, and execute contracts and other agreements on behalf of the Applicant. The undersigned hereby represents, warrants, certifies, and declares under penalty of perjury, under the laws of the State of California, that all statements and responses in Sections 17.A, 17.B, 17.C, and 17.D above are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest statements or responses may be grounds for rejection of the application, disqualification from this RFA process, termination of any or all executed Grant Agreements, and/or other legal consequences.

Lead Applicant Name:	City of Needles
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	Patrick Martinez, City Manager
Date of Signature:	11/02/2023

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Sub-applicant Name:	Needles Unified School District
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	Dr. Garry Cameron, Superintendent
Date of Signature:	11/02/2023

Sub-applicant Name:	St. Vincent De Paul
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	John Morrissey, President
Date of Signature:	11/02/2023

Sub-applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

Sub-applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

Sub-applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

Sub-applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

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Sub-applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

Sub-applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

Sub-applicant Name:	
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Sub-applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

EXHIBIT D: REQUEST FOR APPLICATIONS PACKAGE

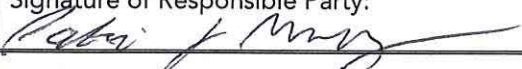
FY 2022-23 Planning RFA - APPENDIX A

1. Cover Page

Print clearly or type all information on this application.

1. Project Name: Needles Active Transportation Plan
2. Organization Name: City of Needles
3. Type of Organization: Local Government
4. Contact Name and Title: Rainie Torrance, Utility Manager
5. Person with Contract Signing Authority (if different from above): Patrick Martinez
6. Mailing Address and Contact Information: Street: 817 Third St
City, State, Zip Code: Needles, CA 92363
7. Phone: 760-326-5700 X140
8. Email: rtorrance@cityofneedles.com
9. <input checked="" type="checkbox"/> I have read and understood the terms and conditions of the Sample Grant Agreement.

The undersigned declares that he or she is an official/agent of responding Lead Applicant and Sub-applicants and is empowered to represent, bind, and execute contracts and other agreements on behalf of the Lead Applicant (and Sub-applicants and Project Teams). The undersigned hereby represents, warrants, certifies and declares under penalty of perjury, under the laws of the State of California, that all statements and responses in this application package are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false or dishonest statements or responses may be grounds for rejection of the application, disqualification from this RFA process, termination of any or all executed Grant Agreements and/or other legal consequences.

Printed Name of Responsible Party: Patrick Martinez	Title: City Manager
Signature of Responsible Party: 	Date: 09/07/2023

Third Party Certification (if applicable)

I have completed the application, in whole or in part, on behalf of the Lead Applicant.

Printed Name of Third Party:	Title:
Signature of Third Party:	Date:
Amount Being Paid for Application Completion in Whole or Part:	Source of Funding to Third Party:

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2. Eligibility Requirement Review

Answer the questions in the table below. Use this section to check that all applicable eligibility requirements have been met.

CARB will also review and confirm that all applicable eligibility requirements have been met. Applications must meet all applicable eligibility requirements to be scored.

Application Section	Eligibility Requirements	Yes/No/N/A
Overall	Are all sections of the Application Template complete?	Yes
Overall	Was the application received by CARB at step@arb.ca.gov by the Concept Phase Deadline?	Yes
Funding Request (Section 4)	Is the total budget requested less than or equal to \$500,000?	Yes
Timeline (Section 5)	Will all CARB Grant Funds be spent by December 31, 2026?	Yes
Project Community (Section 6)	Is more than 50% of the Project Community in disadvantaged or low-income community census tracts?	Yes
Applicants and Partnership Structure (Section 7)	Are all Applicants eligible?	Yes
Applicants and Partnership Structure (Section 7)	If the Lead Applicant is a local government, is one of the Sub-applicants a community-based organization? If the Lead Applicant is a community-based organization, is one of the Sub-applicants a local government or tribal government? (N/A for tribal governments as Lead Applicants.)	Yes
Project Descriptions and Transportation Equity (Section 8)	Are all projects eligible?	Yes

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3. Application Summary

Very briefly, summarize the proposed projects. This response will be posted publicly on CARB's website. *(Maximum 500 characters)*

Input response below:

The City of Needles has over 48 miles of sidewalks area and 43 miles of roadway. Many of the existing sidewalks are severely damaged, deteriorated, not ADA compliant or non-existent. No bike line master plan has been identified within the City of Needles. The proposed project is to develop an Active Transportation Plan to identify sidewalk improvements and install bike paths within the City. The project will significantly improve connectivity and pedestrian safety within the City of Needles.

4. Funding Request

Estimate the funding expected to be requested from CARB. Estimate the overall project cost and how much of that cost may be able to be covered by other sources of funding rather than CARB funding (via a resource contribution).

This response will be used to confirm that the total budget requested meets eligibility requirements. *(Maximum 350 characters)*

Input response below:

The City of Needles is a rural and disadvantaged community. The Active Transportation Plan is estimated to cost \$300,000. Without grant funding, the City of Needles is not able to complete this critical plan.

5. Timeline

The Grant Term is expected to start by July 15, 2024. What is the expected timeline for project implementation? By what date will all CARB Grant Funds be spent?

This response will be used to confirm that the project timeline meets eligibility requirements. *(Maximum 350 characters)*

Input response below:

The City of Needles staff will be starting the project as soon as award is provided and committed to completing the project within 1 year of award notice.

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6. Project Community

- A. Describe the community that the projects will benefit. For example, you may want to describe the residents, workers, and students in the benefitting community, including demographics such as race/ethnicity, age, gender, income level, employment, languages spoken, vehicle ownership, travel patterns to key destinations, and transportation mode share. You may also want to describe the types and quality of transportation options currently available within the community.

This response will be used as background for scoring other application sections.
(Maximum 1,500 characters)

Input response below:

The City of Needles is one of the most disadvantaged and isolated, rural communities in the State of California. Located along the Colorado River in San Bernardino County, the city is home to the Fort Mojave Indian Tribe and is gateway to the Mojave National Preserve. San Bernardino County is known for historically high rates of poverty, and the City of Needles is among the most impoverished communities in the state. Needles population is less than 5,000, has a Median Household Income of \$48,061, far lower than the average for San Bernardino County (\$77,500) and California of (\$84,097). Approximately 55% of residents receive welfare assistance. Only 11.3% of residents have a Bachelor's degree or higher. Sidewalk gap completion and safe biking opportunities are highly requested by the community. Despite the lack of safe routes, people still walk along these streets out of necessity. Children and wheelchair users are forced to use the road where there are no sidewalks or inadequate sidewalks, presenting a dire safety risk. Not all households can afford to own or maintain a car. Needles scores in the 2.8th percentile for Automobile Access according to the Healthy Places Index. The proposed project will identify safe bike paths for those residents.

- B. Attach a map of the Project Community's boundaries to this application document. Work with the technical assistance providers to create this map in the required format (.shp, .kml, or .kmz file type). This map will be used to confirm that the Project Community meets eligibility requirements and will be used to score whether the Project Community is rural and whether the Project Community has received past planning funding from STEP or similar State programs.

Input name of map file below:

ProjectBoundary-City of Needles.zip

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7. Applicants and Partnership Structure

Follow the instructions below. These responses will be used to confirm that the Applicants meet eligibility requirements and will be scored.

- A. **Lead Applicant:** Provide the name of the organization, organization type, and contact information of the Lead Applicant. *(Maximum 250 characters)*

Input information on Lead Applicant below:
<p>The City of Needles Local Government Rainie Torrance, Utility Manager 817 Third St. Needles, CA 92363 rtorrance@cityofneedles.com (760)326-5700 X140</p>

- B. **Sub-applicants:** List the name of the organization and organization type of each Sub-applicant. *(Maximum 600 characters)*

Input information on Sub-applicants below:
<p>Needles Unified School District, San Bernardino County Sheriff's Department, Needles Area Transit, Needles Senior Center, St. Vincent De Paul (Non-profit)</p>

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C. Community Partners: List the Community Partners, including the name of the organization and organization type if applicable. *(Maximum 1,000 characters)*

Input information on Community Partners below:

The City of Needles has identified the following partners in the Community that can provide input into the Needles Active Transportation Plan; Needles Unified School District, San Bernardino County Sheriffs Department, San Bernardino County Public Health, Tri- State Health (medical facility), Colorado River Medical Center (medical facility), St. Vincent De Paul (non-profit), Needles Housing Authority (local government), Needles Area Transit (local government) and Needles Senior Center (local government).

D. Partnership Structure: Describe the roles and responsibilities of the Lead Applicant, Sub-applicants, and Community Partners and how they plan to work collaboratively on the projects to ensure success. Describe how the partnership structure will focus decision-making power to the community residents impacted by the proposed projects. *(Maximum 1,500 characters)*

Input response below:

The City of Needles will be the lead applicant and will lead all stakeholder input through workshops to incorporate into the Active Transportation Plan. All identified partners are able to provide different aspects of residents needs to incorporate into the Plan. The Needles Unified School District and the San Bernardino County Sheriffs Department has access to the transportation needs of the children. The San Bernardino County Public Health, Tri-State Health and Colorado River Medical Center has access to the senior citizens and health and safety impacts to the community. St. Vincent De Paul and the Needles Housing Authority has access to the low income and misplaced individuals in the community. The Needles Area Transit and Needles Senior Center have access to all the transportation routes and highly trafficked areas. Each partner is able to collaborate and contribute to the overall success of the Active Transportation Plan.

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8. Project Descriptions and Transportation Equity

Describe the proposed project and identify the associated project categories from the RFA. Describe how the proposed project will address or identify community transportation needs or increase transportation equity, connecting the needs of different groups of residents within the Project Community and considering workforce development, community resiliency, and economic opportunity. Describe how the project will develop organizational and community capacity. Lastly, describe potential challenges the Applicants or community may face during project implementation and how these challenges will be addressed.

This response will be used to confirm that the projects meet eligibility requirements and will be scored. *(Maximum 3,000 characters)*

Input response below:

The City is seeking funding to connect sidewalk gaps, repair broken sidewalks, upgrade curb ramps to ADA compliance, identify bike lanes, and improve visibility, access and transportation in an area of the city with the school district, a senior center, a recreation center, a park, a medical center, and more key destinations. Residents will be able to safely access destinations to improve their quality of life such as place of employment or access information at the Needles Library. A recent survey of residents showed the most frequently visited destinations are the High School, Middle School, Buy Rite Market, and Park. Needles Unified School District does not provide school buses for students in fourth grade through high school, making safe non-motorized access to the Middle School and High School a critical safety issue. Additionally, there is not currently a grocery store in the City of Needles, making the Buy Rite Market a significant destination in the area. The proposed project will encourage healthy lifestyles, improve safety and quality of life, and reduce reliance on motorized transportation for residents in the City of Needles. The project will benefit all residents including children, seniors, and people with disabilities. The City does not anticipate any challenges as the community has continuously asked for and shown support for safe walking infrastructure and safe transportation means.

EXHIBIT E: PAYEE DATA RECORD

State of California
Financial Information System for California (FI\$Cal)
GOVERNMENT AGENCY TAXPAYER ID FORM
2000 Evergreen Street, Suite 215
Sacramento, CA 95815
www.fiscal.ca.gov
1-855-347-2250

FI\$Cal

Financial Information System for California

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal
Government
Agency Name*

City of Needles

Remit-To
Address (Street
or PO Box)*

817 Third St

City*

Needles

State *

CA

Zip Code*+4

92363-2933

Government Type:



City



County



Special District



Federal



Other (Specify)

Federal
Employer
Identification
Number
(FEIN)*

95-6000750

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit
Name

Complete
Address

Dept/Division/Unit
Name

Complete
Address

Dept/Division/Unit
Name

Complete
Address

Dept/Division/Unit
Name

Complete
Address

Contact Person*

Barbara DiLeo

Title

Acting Director of Finance

Phone number*

760-326-2115 x134

E-mail address

bdileo@cityofneedles.com

Signature*



Date

6/24/24